

City of Paso Robles  
Public Works Department

**BID OPENING / RESULTS FORM**

The following list shows the bids received and does not constitute a contract award.  
The City reserves the right to reject any or all bids and will take action after reviewing the bids.

PROJECT NAME:	<b>Cleaning Park Restrooms</b>	<b>DPW No. 16-15</b>
BID OPENING DATE:	<b>Tuesday, August 16, 2016</b>	
BID OPENING TIME:	<b>2:00 PM</b>	
BIDDER/CONTRACTOR		BID AMOUNT
BRENDLER JANITORIAL		\$131,460.00
ALL WAYS CLEAN		\$75,000.00
SERVICE MASTER		\$109,932.00

BID OPENED BY: 



City of El Paso de Robles  
*"The Pass of the Oaks"*

**CONTRACT DOCUMENTS**  
FOR  
**CLEANING PARK RESTROOMS**  
DPW PROJECT NO. 16-15

PLANS & SPECS AVAILABLE AT [WWW.CIPLIST.COM](http://WWW.CIPLIST.COM)

**BID OPENING:**

**Date:** August 16, 2016  
**Time:** 2:00 PM  
**Bid Opening Place:** City of El Paso de Robles  
City Hall, 2nd Floor  
1000 Spring Street  
El Paso de Robles, CA 93446

**FOR ADDITIONAL INFORMATION REGARDING THIS PROJECT**

call (805) 237-3861

General information about City of Paso Robles projects and bidding processes can be found at

[www.prcity.com/OutToBid](http://www.prcity.com/OutToBid)

**CITY OF EL PASO DE ROBLES**  
**CLEANING PARK RESTROOMS**  
**DPW PROJECT NO. 16-15**

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**NOTICE INVITING INFORMAL BIDS**

**CLEANING PARK RESTROOMS  
DPW PROJECT NO. 16-15**

Informal Bids will be received by the City Clerk or his or her designee, of the City of El Paso de Robles until **TUESDAY, AUGUST 16, 2016 AT 2 P.M.** for **CLEANING PARK RESTROOMS, DPW Project No. 16-15.** Bids shall be **sealed and addressed and noted as follows:**

**City Clerk  
City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446**

**BID FOR CLEANING PARK RESTROOMS, DPW Project No. 16-15  
BID DATE: AUGUST 16, 2016**

Following the closure of the informal bid submittal period, bids will be opened and reviewed for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to **CLEANING PARK RESTROOMS, DPW Project No. 16-15**, in accordance with the Contract Documents and to the satisfaction of the City of El Paso de Robles. The work is generally described as cleaning services at restrooms in City parks.

Copies of the Contract Documents are now on file and available for public inspection at Public Works Department at 1000 Spring Street, Paso Robles, California.

The Contract Documents "City of Paso Robles – **CLEANING PARK RESTROOMS, DPW Project No. 16-15**" will be available electronically, at no cost, at [www.ciplist.com](http://www.ciplist.com). Use the map at [www.ciplist.com](http://www.ciplist.com) to navigate to "California", then select "Browse Cities" from San Luis Obispo County in the California list of counties. To download the Bid Documents, the user must register for a free account on the site. It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted at [www.ciplist.com](http://www.ciplist.com). It is the responsibility of each prospective bidder to check [www.ciplist.com](http://www.ciplist.com) on a daily basis through the close of bids for any applicable addenda or updates. CIPLIST.com sends email notifications to **ONLY** those registered for the project.

The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on CIPLIST.com may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by CIPLIST.com

Any Addenda issued before the time in which to submit Bids expires shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all Addenda in their Bid proposal.

Each bidder must submit with its bid security in one of the following forms: cash, cashier's check payable to the City, a certified check payable to the City, or a bid bond, in the form included with the bid documents, executed by an admitted surety insurer, made payable to the City. The guaranty shall be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner the bonds and/or proof of insurance required under the Contract Documents.

**A NON-MANDATORY PRE-BID SITE TOUR IS SCHEDULED AT 10 AM ON THURSDAY, JULY 28, 2016. THIS WILL BE AN OPPORTUNITY FOR PROSPECTIVE CONTRACTORS TO VIEW THE SITES AT WHICH WORK WILL BE PERFORMED. PARTICIPANTS WILL MEET AT THE RESTROOM AT CITY PARK, 11<sup>TH</sup> AND PARK STREETS, PASO ROBLES. WHILE IT IS NOT MANDATORY, IT IS EXTREMELY IMPORTANT THAT ALL BIDDERS ATTEND.**

All bidders shall possess a current City of Paso Robles Business License at the time the contract is executed and at all times during performance of the work.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the responsible bidder that submits the lowest responsive base bid. Alternates will not be considered in determining the low bid unless otherwise expressly stated.

The successful bidder shall not discriminate against employees and applicants for employment on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, and shall comply with the Americans with Disabilities Act.

Date: July 11, 2016

By: \_\_\_\_\_  
Richard McKinley  
Public Works Director

Publication Dates:

July 11, 2016  
July 18, 2016

## INFORMATION FOR BIDDERS

### CLEANING PARK RESTROOMS DPW PROJECT NO. 16-15

#### 1. AVAILABILITY OF CONTRACT DOCUMENTS

Bid and Contract Documents may be obtained at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any applicable charges for the Contract Documents are stated in the Notice Inviting Bids.

#### 2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Bid and Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to investigate and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

#### 3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to the City not later than ten business days before the bid date.

Any interpretation of the Bid or Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased the Bid Documents. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

#### 4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. By submitting a Bid, each bidder acknowledges that it has visited the Project Site, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

#### 5. ADDENDA

City reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Bid and Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which makes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. **Please Note:** Bidders are responsible for ensuring that they have received any and all Addenda.

## **6. ALTERNATE BID ITEMS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid alone unless otherwise provided in the Notice Inviting Bids.

City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

## **7. COMPLETION OF BID FORMS**

Bids shall be prepared using copies of the Bid Forms which are included in the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive.

## **8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid and Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

## **9. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## **10. BID GUARANTEE**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the bid amount. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. Personal sureties and unregistered surety companies are unacceptable. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, and shall provide the required payment and performance bonds and insurance certificates and endorsements within ten (10) calendar days after notification of the award of the Contract. Failure to provide the required documents may result in forfeiture

of the bidder's bid security to City and City may award the Contract to the next lowest responsible bidder, or may call for new bids.

#### **11. SUBMISSION OF SEALED BIDS**

Bid documents shall be submitted in a sealed, addressed envelope and delivered or mailed, postage prepaid to City, at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City.

#### **12. DELIVERY AND OPENING OF BIDS**

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified.

Bids will be opened at the date and time stated in the Notice Inviting Bids, or such other time as City may designate, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

#### **13. WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

#### **14. BASIS OF AWARD; BALANCED BIDS**

The quantities given in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable by the Engineer.

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid that in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

#### **15. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subbid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders submitting a bid to City.

#### **16. INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.



## **17. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of the notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract Time will begin to run ten (10) calendar days from the date of the notification. Once City receives all of the properly drafted and executed documents and certifications from the Bidder, City shall issue a Notice to Proceed to that Bidder.

## **18. WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

## **19. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **20. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Performance Bond and the Payment Bond shall each be for one hundred percent (100%) of the Contract Price.

## **21. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## **22. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

## **23. BID PROTESTS**

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to the City Manager, City of El Paso de Robles, 1000 Spring Street, Paso Robles CA 93446 at least ten

(10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Any bid protest relating to a bid received by the City or any City procedure or action related to the bid opening or proposed contract award must be submitted in writing to the City's Project Manager before 3:30 p.m. on the fifth (5<sup>th</sup>) working day following Bid opening.

All protests must meet the following requirements:

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Bid Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- 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 which 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 City will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The 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.
- H. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

**END OF INFORMATION FOR BIDDERS**

# ATTENTION BIDDERS

Please remove and submit with your bid  
**ONLY** the following sheets  
Marked BID FORM (pages 9-13)

**CONTRACT PROPOSAL  
TO  
CITY OF EL PASO DE ROBLES  
  
FOR  
  
CLEANING PARK RESTROOMS  
DPW PROJECT NO. 16-15**

Name of Bidder: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Business Mailing Address: \_\_\_\_\_  
Business Street Address: \_\_\_\_\_  
Telephone: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_

**TO THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES:**

Pursuant to and in compliance with your Notice Inviting Informal Bids for **Cleaning Park Restrooms, DPW Project No. 16-15**, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of El Paso de Robles all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_ on file in City Hall, for the total price of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

**MUST BE SUBMITTED WITH BID**

**BID SCHEDULE****CLEANING PARK RESTROOMS  
DPW PROJECT NO. 16-15**

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of El Paso de Robles in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for **Cleaning Park Restrooms, DPW Project No. 16-15**, in accordance with the Contract Documents therefore adopted and on file with the City of El Paso de Robles, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>LINE ITEM COST</b>
1.	Barney Schwartz Park	Month	12		
2.	Centennial Park	Month	12		
3.	City Park	Month	12		
4.	Robbins Field	Month	12		
5.	Pioneer Park	Month	12		
6.	Sherwood Park	Month	12		
7.	Sherwood Forest	Month	12		
8.	Train Station	Month	12		
9.	Uptown Family Park	Month	12		

**TOTAL BASE BID: \$** \_\_\_\_\_  
(in numbers)

**TOTAL BASE BID** \_\_\_\_\_  
(in words)

**BID FORM**

Bid amount of each bid item must be filled in and completed in ink.

In the event of a conflict between the numbers given in figures and in words, the words shall control.

Signature of Bidder: \_\_\_\_\_

Signer's Name (printed): \_\_\_\_\_

Company Name (printed): \_\_\_\_\_

<b>ALTERNATE BIDS</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>LINE ITEM COST</b>
<b>ALTERNATE #1</b> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct Delete Train Station scope	Month	12		
<b>ALTERNATE #2</b> <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct Add Larry Moore Park scope	Month	12		
<b>ALTERNATE #3</b> <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct Add emptying trash cans throughout City	Month	12		

**MUST BE SUBMITTED WITH BID**

**CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS**

**CLEANING PARK RESTROOMS  
DPW PROJECT NO. 16-15**

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of \_\_\_\_\_ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

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The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

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The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT AMOUNT	CONTACT

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

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Bidder/Contractor Name: \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS COMPENSATION**

PROJECT NAME: CLEANING PARK RESTROOMS

Labor Code Section 3700 states:

"Every employer, except the State, and all political subdivisions or institutions thereof, will secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am 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, I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by Contractor, with City prior to performing any work under this contract.)

**MUST BE SUBMITTED WITH BID**



**MAINTENANCE SERVICES AGREEMENT**

**CLEANING PARK RESTROOMS  
DPW PROJECT NO. 16-15**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the City of El Paso de Robles, a municipal corporation organized under the laws of the State of California with its principal place of business at 1000 Spring Street, El Paso de Robles, California 93446 ("City") and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing janitorial services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the CLEANING PARK RESTROOMS project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional janitorial maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, may extend the term of this Agreement for one additional year. No later than 90 days before the contract term ends, City will notify Contractor, in writing, whether it wants to extend the contract term. If the City wants to extend the contract term, the notice will include the adjusted prices that will apply during the extended term. Contractor shall, within ten days of the date of the City's notice proposing an extension of the contract term, respond in writing, stating whether it

agrees to extend the contract term at the prices in the City's notice. If Contractor agrees to extend the contract term, the parties will execute a written amendment to the Agreement setting forth the new term and new prices. If City does not want to extend the contract term, or Contractor does not respond to the City's notice within then days, the Agreement will expire at the end of the then-current term without further action by the City. Any change to the unit prices at the beginning of an extended term will be no more than the percentage change in the US Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose). Modified unit prices shall remain in effect throughout the extended contract term.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to

perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable

## **SAMPLE DOCUMENT**

method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to

penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General



Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of El Paso de Robles, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of El Paso de Robles, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials,

officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

**3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) without written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]



**City:**

City of El Paso de Robles  
1000 Spring Street  
El Paso de Robles, CA 93446  
Attn: Richard McKinley, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.5.2 Indemnification.**

**3.5.2.1 Scope of Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

**3.5.2.2 Additional Indemnity Obligations.** Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

**3.5.3 Governing Law; Government Code Claim Compliance.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

**3.5.4 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.5.5 City's Right to Employ Other Contractors.** City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

**SAMPLE DOCUMENT**

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SAMPLE DOCUMENT**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

**CITY OF EL PASO DE ROBLES**

**[INSERT CONTRACTOR NAME]**

\_\_\_\_\_  
Thomas Frutchey  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

*Attested By:*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Kristen L. Buxkemper, Deputy City Clerk

\_\_\_\_\_  
Date

*Approved As To Form:*

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

*Reviewed By:*

\_\_\_\_\_  
City Project Manager

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Scope of Services is as described in the Bid Schedule and Technical Specifications attached hereto and incorporated herein by reference.



## **EXHIBIT "B"**

### **SCHEDULE OF SERVICES**

The Schedule of Services is as described in the Bid Schedule attached hereto and incorporated herein by reference. The City reserves the right to adjust the frequency of any maintenance activity at any or all sites. Payment for any change in frequency will be made at the contract unit price for the quantity of work performed. Contractor shall have no claim for lost profits, consequential damages, overhead or any other damages based on the City's reduction in frequency of one or more maintenance activities as they may be revised by City at its sole discretion from time to time.

**EXHIBIT "C"**

**COMPENSATION**

This project does not require Performance/Payment bonds.

## EXHIBIT "D"

### TECHNICAL SPECIFICATIONS

#### SECTION 01 – GENERAL

1. Each employee must have a photo identification badge, provided by the contractor to be worn while working in City facilities.
2. Contractor must identify a contact person to work with City staff regarding any problems with the project sites.
3. After the contract has been executed, contractor must submit a complete MSDS list of all products used in the City by contractor.
4. Contractor must provide and keep current, a list of all employees who work in City facilities.

#### SECTION 02 – TENTATIVE TIMES FOR CLEANING

1. Barney Schwartz Park – 2970 Union Rd.  
Any time between 10 p.m. and midnight
2. Centennial Park – 600 Nickerson Dr.  
Any time between 9 p.m. and midnight
3. City Park – 11<sup>th</sup> & Spring Sts.  
Any time between 10 p.m. and midnight
4. Larry Moore Park – 155 Riverbank Ln.  
Any time between dusk and 10 p.m.
5. Robbins Field – 801 6<sup>th</sup> St.  
Any time between 10 p.m. and midnight
6. Pioneer Park – 20<sup>th</sup> & Riverside  
Any time between dusk and 10 p.m.
7. Sherwood Park – Creston & Scott St.  
Any time between 10 p.m. and midnight
8. Sherwood Forest – 210 Scott St.  
Any time between 9 p.m. and midnight
9. Train Station – 800 Pine St.  
Any time between 8 p.m. and 11 p.m.
10. Uptown Family Park – 36<sup>th</sup> & Spring Sts.  
Any time between 9 p.m. and midnight
11. Empty City trash cans  
Any time during daylight

## **SECTION 03 – SUPPLIES**

The City will supply the paper products, garbage bags and soap for each facility. Any other needed cleaning products are the responsibility of the contractor.

## **SECTION 04 – INSPECTION**

Each worksite will have a designated City staff inspector to ensure all facilities are maintained at the highest standard.

The City staff inspector will make inspections of the worksites to ensure the service outlined in the specifications has been done completely and satisfactorily. If for any reason all or any portion of the required work has not been completed the contractor will be notified. The contractor will allowed 24 hours to complete the work for re-inspection.

In the event that any task or portion of the work is not completed to the specifications noted in this document, and the corrections have not been made within the required 24 hour period, the City shall deduct a full day payment for the facility in violation. If the work continues to be deficient, daily deductions will continue until service is restored to the approved level. If the contractor provides services that are out of compliance more than once per week or four times per month, the City reserves the right to terminate the entire contract for cause and retain the services of another firm.

## **SECTION 05 – REQUIRED SERVICES**

**Daily service is required at each site – 7 days a week, 365 days a year.**

### **A. Barney Schwartz Park – 2970 Union Rd. – 4 restroom buildings**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

### **B. Centennial Park – 600 Nickerson Dr. – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and refill restroom dispensers: toilet paper, towels and soap
5. Clean and sanitize walls and floors
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

### **C. City Park – 11<sup>th</sup> & Spring Sts. – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors (pressure washer installed in maintenance room)
5. Clean and refill restroom dispensers: toilet paper, towels and soap

6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**D. Robbins Field – 801 6<sup>th</sup> St. – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**E. Pioneer Park – 20<sup>th</sup> & Riverside – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors (pressure washer installed in maintenance room)
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**F. Sherwood Park – Creston & Scott St. – 2 restroom buildings**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**G. Sherwood Forest – 210 Scott St. – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**H. Train Station – 800 Pine St. – 1 restroom building**

1. Empty interior trash cans/feminine disposals

2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**I. Uptown Family Park – 36<sup>th</sup> & Spring Sts. – 1 restroom building**

1. Empty interior trash cans/feminine disposals
2. Clean and sanitize all drinking fountains
3. Clean and sanitize all toilets, urinals and wash basins
4. Clean and sanitize walls and floors (pressure washer installed in maintenance room)
5. Clean and refill restroom dispensers: toilet paper, towels and soap
6. Clean restroom mirrors
7. Clean and sanitize sinks in restrooms
8. Lock all access doors upon completion of work
9. Leave on only designated security lights upon completion of work

**J. Empty City Trash Cans – approximately 329 trash cans (see Attachment A)**

1. Remove any garbage bag more than 50% full and replace with a new liner

**ATTACHMENT A  
CITY TRASH CAN INVENTORY\***

**BY TYPE**

Transit Stops

Buena Vista Drive	1
Creston Road	5
Dallons Drive	1
Municipal Pool	1
Niblick Road	6
Nicklaus Road	1
Oak Hill Road	1
Scott Street	4
Spring Street	21
Stoney Creek Drive	2
Train Station	14

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Parks

Barney Schwartz Park	68
Centennial Park	17
City Park	29
Larry Moore Park	4
Lenco Park	1
Oak Creek Park	3
Pioneer Park	5
Robbins Field	12
Royal Oak Meadows	3
Sherwood Forest	4
Sherwood Park	24
Turtle Creek	5
Uptown Family Park	12

**187**

Streets/Facilities

11th Street between Spring & Pine	2
12th Street between Spring & Railroad	6
12th Street west of Spring	8
13th Street	2
21st Street	3
Charolais Road	4
City Hall	7
Niblick Road	1
Park Street	13
Pine Street between 11th & 14th	11
Pine Street between 8th & 10th	5
Public Safety Center	3
Railroad Parking lot	1
Railroad Street at corner of 13th	1
River Walk Trail	9
Scott Street	1
Senior/Veterans Centers	2
Spring Street	6

**85**

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**BY LOCATION**

11th Street	2
12th Street	14
13th Street	2
21st Street	3
Barney Schwartz Park	68
Buena Vista Drive	1
Centennial Park	17
Charolais Road	4
City Hall	7
City Park	29
Creston Road	5
Dallons Drive	1
Larry Moore Park	4
Lenco Park	1
Municipal Pool	1
Niblick Road	7
Nicklaus Road	1
Oak Creek Park	3
Oak Hill Road	1
Park Street	13
Pine Street	16
Pioneer Park	5
Public Safety Center	3
Railroad Parking Lot	1
Railroad Street	1
River Walk Trail	9
Robbins Field	12
Royal Oak Meadows	3
Scott Street	5
Senior/Veterans Center	2
Sherwood Forest	4
Sherwood Park	24
Spring Street	27
Stoney Creek Drive	2
Train Station	14
Turtle Creek	5
Uptown Family Park	12

**329**

\* Numbers and locations listed to provide a general sense of the work scope. Successful bidder will be given a complete tour of the trash can locations.