



**CITY *of* CALABASAS**

**REQUEST FOR PROPOSALS**

**JANITORIAL SERVICES**

**A MANDATORY PRE-BID MEETING AND FACILITIES  
WALKTHROUGH WILL BE HELD ON JUNE 8, 2022 AT 8:00 AM**

**PROPOSALS MUST BE RECEIVED BY:  
2:00 PM ON WEDNESDAY JUNE 22, 2022**

**CITY OF CALABASAS  
ADMINISTRATIVE SERVICES DEPARTMENT  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302**

**REQUEST FOR PROPOSALS**  
**Janitorial Services**

Date: May 20, 2022

Department: Administrative Services

Project Name: Janitorial Services

Proposal Due Date: Wednesday, June 22, 2022          Time: 2:00 P.M.

Proposals must be submitted to:

City of Calabasas  
Administrative Services Department  
100 Civic Center Way  
Calabasas, CA 91302

**Due Date and Delivery:**

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as "Janitorial Services" to the Administrative Services Department. The package shall contain the following:

- Three (3) bound copies and one (1) electronic copy of the proposal (flash drive is the preferred method) Emails are not accepted;
- One (1) original of the cost proposal in a separate sealed envelope clearly marked "Sealed Cost Proposal"; and
- A signed W-9 and Vendor Information Form (See Attachment 2).

**A mandatory pre-bid meeting and facilities walkthrough will be held on June 8, 2022 at 8:00 AM.**

Proposals must be received by the Administrative Services Department no later than **2:00 PM Wednesday, June 22, 2022**. Submissions received after this deadline will be rejected. Submissions by fax or electronic mail will not be accepted.

**Contact:**

Michael McConville  
Senior Management Analyst  
[mmconville@cityofcalabasas.com](mailto:mmconville@cityofcalabasas.com)  
(818) 224-1664

## PURPOSE AND DESCRIPTION OF SERVICES

The City of Calabasas is seeking janitorial services for the Calabasas Civic Center and De Anza Park. The Civic Center consists of following buildings:

- One-story 25,059 square foot Library, LEED Gold Rating, built in 2008
- Two-story 27,733 square foot City Hall, LEED Gold Rating, built in 2008
- Two-story 9,500 square foot Senior Center, built in 2015
- One-story 1,000 Juan De Anza Park Multi-Purpose Room, 500 square foot conference room, and two public restrooms

Specialty requirements, which are incorporated into the requirements of the RFP, are involved in maintaining the LEED certification of Gold for the Library and City Hall buildings. The City of Calabasas has implemented a “green” cleaning and building maintenance program that both increases health/safety for occupants and maintenance staff and minimizes harmful effects to the environment. The program will satisfy these goals by reducing exposure of building occupants and maintenance staff to harmful airborne elements commonly associated with building operations and maintenance activities (such as particulate matter, hazardous chemicals, and biological hazards), and by implementing a maintenance program that reduces impact on the environment through careful selection of cleansing agents, sustainable cleaning practices and use of recycled paper products.

The City of Calabasas is seeking proposals from companies to provide “green” janitorial services for the Calabasas City Hall, Library, Senior Center and De Anza Park, which includes public meeting rooms and public restrooms.

- 1) **STANDARD OPERATING PROCEDURES:** The successful bidder will be required to demonstrate that a comprehensive green cleaning/housekeeping program is in place to help maintain the LEED certification. Specifically, the company will provide a standard operating procedures manual (SOP) that describes general cleaning procedures, procedures for chemical mixing, handling and storage, powered equipment operations and maintenance, communication protocols, training, and record keeping and reporting protocols. Common cleaning protocols shall include use of re-usable cloths and/or microfiber technology in lieu of paper products, which shall be cleaned or laundered prior to subsequent use. The SOP shall also include procedures for recycling that include inspection and cleaning of recycling containers, and collection, source separation and removal of materials.

The company will supply their employees with all equipment (vacuums, polishers, etc.) rags, mops, brooms, waxes and cleaners. **The City provides its own dispenser supplies: toilet paper, paper towels, toilet seat protectors, liquid disinfectant hand soap, feminine hygiene products and plastic trash container liners.** The City provides janitorial closets for storage of all equipment, materials, and supplies necessary for the buildings. The contractor must maintain the janitorial closets in a neat, safe, sanitary, and odor-free condition.

- a) **TRAINING:** The successful bidder will be responsible for including a procedural requirement for operations staff to comply with the SOP, including a written program for training and implementation. The program will include comprehensive training of personnel in the standard operating procedures including scheduling, chemical handling, mixing and storage, equipment operation and maintenance, and safety procedures including how to address accidents such as air contamination caused by chemical reactions, spills and/or water leaks, etc. Training shall be a combination of on-site, site specific training tailored to the special needs of the building and annual training regarding basics for safety, tools, techniques and applicable environmental standards. Records shall be kept documenting every employee's training.
- b) **COMMUNICATION:** A communication protocol shall be developed so that there is an open line of communication between the company, the cleaning staff, and the City, including building occupants, so that suggestions can be communicated freely to reduce inefficiencies or wasteful practices either by building occupants or by cleaning staff. A protocol shall be set up to address occupant concerns regarding hazardous chemicals or potential contaminants, or to address concerns by occupants about the use or presence of certain cleaning products/chemicals, etc. The City shall be provided a list of all chemicals/products that may potentially be used to maintain the building. Cleaning staff shall communicate to the City about the presence of pests and any maintenance issues discovered while performing its duties.
- c) **SCHEDULING:** The SOP will include a routine cleaning schedule tailored to the frequency of use of an area. High traffic and special needs areas such as building entryways, bathrooms, applicable hallways, and food preparation areas will be cleaned more frequently, and low traffic areas with less frequency as needed. Cleaning schedules will also take into account building material manufacturer's specifications for cleaning. The schedule will be reviewed periodically for adequacy and possible adjustment. The scheduling plan will also include regular scheduled maintenance of equipment to ensure proper operation. The company will provide a weekly checklist showing each scheduled day's tasks accomplished and will post this checklist next to the Janitorial Room door. These checklists will be submitted to the City during the quarterly facility walk-through inspection. The company shall be available for on-call services due to emergencies or special requests when requested by the City.

The company will be required to provide documentation of staff training, tracking the purchasing of cleaning supplies by type (including verification of Green Seal certifications, recycled content information, Carpet and Rug

Institute Green Label certification, etc.), consumption rates of cleaning products, maintenance records of the powered cleaning equipment, and periodic reports (quarterly at a minimum) by the cleaning staff's manager on the activities/tasks accomplished and adherence to the written standards.

2) **CLEANING MATERIALS:** All cleaning supplies/products will be required to meet the Green Seal Program (GS-34, GS-37 and GS-40) requirement. This will ensure that all cleaning products are low VOC, non-toxic, non-carcinogenic, non-skin-irritating, non-combustible, non-animal tested, biodegradable, non-eutrophic, come with recyclable or recycled content packaging, and come in concentrate form. The successful bidder shall maintain Material Safety Data Sheets (MSDS) which shall be made available to management, cleaning staff, and building occupants upon request in a timely fashion.

3) **POWERED CLEANING EQUIPMENT:** All powered cleaning equipment shall be required to meet the Green Seal Program (GS-42, Section 3.3) requirements. This includes vacuum cleaners with a Carpet and Rug Institute Green Label Program Certificate, floor equipment with low emission propane engines, other floor maintenance equipment fitted with devices to capture particulates, and power scrubbing machines equipped with a control method for variable rate cleaning fluid dispensing (to optimize fluid use). All machinery shall operate at a noise level of less than 70 dBA to the extent possible. Documentation by the successful bidder shall be required to demonstrate compliance with these requirements. A log shall be kept for all powered janitorial equipment to document the date of equipment purchase and all repair and maintenance activities and include manufacturer's technical materials for each type of equipment in use in the logbook.

4) **SCOPE OF SERVICES:**

**A. DAILY MAINTENANCE**

1. **City Hall and Council Chambers** – Full details regarding City Hall can be found in Appendix B. **Using approved standard operating procedures, cleaning materials, and equipment**, provide services on Monday, Tuesday, Wednesday, Thursday and Friday, beginning after 11:00 p.m. and ending no later than 6:00 a.m., of each week to typically include the following per visit (depending on the approved schedule):

- Empty all trash and recycling receptacles and return them to original places. If liners are soiled with food or drinks, change them. *Please note:* Trash and recycling areas are located on the exterior rear of the building.
- Wipe down countertops, work surfaces, cabinet doors and drawer fronts in all cubicles, offices, conference rooms, copy rooms and public counter and lobby areas.

- Clean and disinfect the upstairs and downstairs break rooms, including, sinks, counters, tables, coffee makers, and microwaves. Wash any dirty dishes.
  - Wet mop and disinfect lobby and all non-carpeted floors.
  - Clean and polish handrails in stairwell.
  - Dust and polish all wood surfaces and conference tables, organize chairs properly.
  - Vacuum all carpeted areas. Move and replace chairs.
  - Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
  - Clean glass entry doors and sidelights to be free of dirt and fingerprints.
  - Clean, disinfect and polish drinking fountains.
  - Sweep outside entry area to remove leaves, dirt and debris.
  - Properly dispose of waste water.
  - Shut off manual room light switches at the end of work shift.
  - Leave doors as found (open/closed) at the end of work shift.
2. **Library, Assembly Hall and Bookstore** – Full details regarding the Library can be found in Appendix C. **Using approved standard operating procedures, cleaning materials, and equipment**, provide services on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, beginning after 10:00 p.m. and ending no later than 6:00 a.m., of each week to typically include the following per visit (depending on the approved schedule):
- Empty all trash and recycling receptacles and return them to original places. If liners are soiled with food or drinks, change them. *Please note:* Trash and recycling areas are located on the exterior rear of the building.
  - Wipe down countertops, work surfaces, cabinet doors and drawer fronts in all cubicles, offices, study/meeting rooms, copy rooms, public counter, children’s room, reading areas, technology room bookstore, assembly hall and lobby areas.
  - Clean and disinfect visitor work surfaces, children’s room furniture, and all hardback chairs.
  - Vacuum all carpeted areas and entry mats. Move and replace chairs.
  - Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
  - Clean and disinfect break room, including, sink, counters, tables, coffee maker, and microwaves.
  - Clean and polish conference tables, organize chairs properly.
  - Clean, disinfect, and restock the restrooms.
  - Wet mop and disinfect lobby and all tile floors.
  - Dust and polish all wood surfaces.
  - Clean glass entry doors and sidelights to be free of dirt and fingerprints.

- Vacuum and/or sweep outside entry area and mats.

**3. Public Restrooms in City Hall and Library**

- Empty all trash receptacles and return them to original places. If liners are soiled, change them.
- Clean and disinfect countertops, sinks, bathroom privacy walls, restroom fixtures, shower and restock all paper supplies and hand soap.
- Wet mop and disinfect all tile floors ensuring all areas around base of toilets and urinals, in corners, along mop boards, under sinks, trash cans, and around partition legs, and vanity are thoroughly cleaned. Wipe down all mop boards to eliminate water/wax splashes.
- Wipe entry doors to public restrooms.

**B. WEEKLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services on Tuesday of each week:**

**1. City Hall and Council Chambers**

- Wipe down or vacuum chair upholstery.
- Spot clean all walls.
- Dust furniture, book shelves, sill ledges (including lobby window sills), light fixtures and picture frames.
- Disinfect visitor seating hard surfaces.
- Remove high and low cobwebs.
- Wipe down patio furniture on upstairs terraces.

**2. Library, Assembly Hall and Bookstore**

- Dust furniture, book shelves, sill ledges, light fixtures and picture frames.
- Remove high and low cobwebs; *please note*: ceilings are 25 feet.
- Spot clean all walls.

**C. MONTHLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 2<sup>nd</sup> week of every month:**

**1. City Hall and Council Chambers**

- Clean and disinfect refrigerator.
- Damp clean all wood base molding.
- Perform high dusting on ceiling vents, top of book shelves and wainscots.
- Clean interior and exterior of all glass windows and skylights.

2. **Library, Assembly Hall and Bookstore**

- Damp clean all wood base molding.
- Clean and disinfect refrigerator.
- Perform high dusting on ceiling vents, top of book shelves and wainscots.
- Wipe clean and disinfect metal magazine shelf racks.
- Clean interior and exterior of all glass windows and skylights.

D. **SEMI-ANNUAL MAINTENANCE:** Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 1<sup>st</sup> weekend in October and June:

1. **City Hall and Council Chambers**

- Steam clean carpeting, ensuring that it is dry prior to the start of the next City Hall business day.

2. **Library, Assembly Hall and Bookstore**

- Steam carpeting, ensuring that it is dry prior to the start of the next Library business day.

5) **FACILITY WALK-THROUGH INSPECTION:** A facility walk-through inspection will be conducted on a bi-weekly or as needed. The walk-through will be conducted with the successful bidder and the City staff to evaluate services. The Contractor will identify a contact person to resolve issues if problems should occur prior to the bi-weekly or as needed walk-through.

**Calabasas Senior Center Janitorial Services**

6) **SCOPE OF SERVICES:**

B. **DAILY MAINTENANCE**

Full details regarding the Senior Center Maintenance Facts can be found in Appendix D. Cleaning methods and materials are the same as for Calabasas City Hall and the Library.

**Using approved standard operating procedures, cleaning materials, and equipment,** provide services on Monday, Tuesday, Wednesday, Thursday and Friday, beginning after 9:00 p.m. and ending no later than 6:00 a.m., of each week to typically include the following per visit (depending on the approved schedule):



- Empty all trash and recycling receptacles and return them to original places. If liners are soiled with food or drinks, change them. *Please note:* Trash and recycling areas are located on the exterior rear of the building.
- Wipe down countertops, work surfaces, cabinet doors and drawer fronts in all cubicles, offices, conference rooms, copy rooms and public counter and lobby areas.
- Clean and disinfect the upstairs and downstairs Café/Lounge, including, sinks, counters, tables, coffee makers, and microwaves. Wash any dirty dishes.
- Wet mop and disinfect lobby and all non-carpeted floors.
- Clean and polish handrails in stairwell.
- Dust and polish all wood surfaces and conference tables, organize chairs properly.
- Vacuum all carpeted areas. Move and replace chairs.
- Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
- Clean glass entry doors and sidelights to be free of dirt and fingerprints.
- Clean, disinfect and polish drinking fountains.
- Sweep outside entry area to remove leaves, dirt and debris.
- Properly dispose of waste water.
- Shut off manual room light switches at the end of work shift.
- Leave doors as found (open/closed) at the end of work shift.
- Vacuum all carpeted areas and entry mats. Move and replace chairs.
- Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
- Clean and disinfect Café/Lounge, including, sink, counters, tables, coffee maker, and microwaves.
- Clean and polish tables, organize chairs properly.
- Clean, disinfect, and restock the restrooms.
- Wet mop and disinfect lobby and all tile floors.
- Dust and polish all wood surfaces.
- Clean glass entry doors and sidelights to be free of dirt and fingerprints.
- Vacuum and/or sweep outside entry area and mats.

### **Restrooms**

- Empty all trash receptacles and return them to original places. If liners are soiled, change them.
- Clean and disinfect countertops, sinks, bathroom privacy walls, restroom fixtures, and restock all paper supplies and hand soap.
- Wet mop and disinfect all tile floors ensuring all areas around base of toilets and urinals, in corners, along mop boards, under sinks, trash cans, and around partition legs, and vanity are

thoroughly cleaned. Wipe down all mop boards to eliminate water/wax splashes.

- Wipe entry doors to restrooms.

**B. WEEKLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services on Tuesday of each week:**

- Wipe down or vacuum chair upholstery.
- Spot clean all walls.
- Dust furniture, book shelves, sill ledges (including lobby window sills), light fixtures and picture frames.
- Disinfect visitor seating hard surfaces.
- Remove high and low cobwebs.
- Wipe down patio furniture on upstairs terraces.

**C. MONTHLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 2<sup>nd</sup> week of every month:**

- Clean and disinfect refrigerator.
- Damp clean all wood base molding.
- Perform high dusting on ceiling vents, top of book shelves and wainscots.
- Clean interior and exterior of all glass windows and skylights.

**D. SEMI-ANNUAL MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 1<sup>st</sup> weekend in October and June:**

- Steam clean carpeting, ensuring that it is dry prior to the start of the next City Hall business day.

**7) FACILITY WALK-THROUGH INSPECTION: A facility walk-through inspection will be conducted on a monthly or as needed. The walk-through will be conducted with representative of the Contractor and the City staff to evaluate services. The Contractor will identify a contact person to resolve issues if problems should occur prior to the monthly or as needed walk-through.**

**SPECIAL CLEANING AFTER RENTALS**  
**(Separate from Routine) These will be special cleanings after rentals.**

\*Staff will notify vendor of upcoming rentals at least 2 weeks in advance. Vendor will be responsible to clean the facility immediately after the rental concludes.

**Senior Center**

**(Weeknights 5:00-11:00pm/Saturday/Sunday 8:00am-11:00pm)**

- a. Empty trash cans.
- b. Wipe and disinfect tables
- c. Vacuum/mop main lobby.
- d. Clean restrooms (floors, mirrors, toilets, urinals, and sinks). Refill dispensers.
- e. Dry mop/sweep and wet mop the multipurpose room floor.
- f. Wipe off exterior of freezer, refrigerator, and ice machine.
- g. Clean black marks where necessary.
- h. Empty all trash cans in the multipurpose room and kitchen and replace all trash can liners.
- i. Break down and dispose of all boxes in the dumpster area.
- j. Mop kitchen floor.
- k. Wipe down and disinfect all counter tops and cooking surfaces in the kitchen and includes cleaning the stove oven, and warming drawer.
- l. Make sure all trash is collected and taken to the dumpster.
- m. Make sure there is no major trash in the parking lot.

**Founders Hall**

**(Weeknights 5:00-11:00pm/Saturday/Sunday 8:00am-11:00pm)**

- a. Sweep/mop ballroom floor.
- b. Remove gum or foreign items from surfaces.
- c. Clean black marks where necessary.
- d. Wipe off and disinfect all tables before vacuuming/mopping.
- e. Empty all trash containers and replace with clean liners.
- f. Wipe off/sanitize all doors leading into the banquets room to remove smudges.
- g. Break down and dispose of all boxes in the dumpster area.
- h. Mop kitchen floor.
- i. Wipe down and disinfect all counter tops and cooking surfaces in the kitchen
- j. Make sure all trash is collected and taken to the dumpster.
- k. Make sure there is no major trash in the parking lot.
- l. Clean restrooms (floors, mirrors, toilets, urinals, and sinks) Refill dispensers.

**De Anza Park Multipurpose Room and Conference Room**

**(Weeknights 5:00-9:00pm/Saturday/Sunday 8:00am-10:00pm)**

- a. Remove decoration, tape, pins and sticky objects from walls, tables and floor.
- b. Sweep and mop floors.
- c. Wipe and disinfect tables.
- d. Wipe and spot clean chairs.

- e. Spot clean glass windows and doors.
- f. Empty and/or clean kitchen refrigerator, microwave, stove, countertops and cabinets.
- g. Wipe off exterior of large appliances.
- h. Empty trash containers and replace with clean liners.
- i. Place trash in designated dumpster.

#### Restrooms

- j. Clean and disinfect sink, urinal and pipes.
- k. Refill toilet paper, seat covers, soap and hand towel dispensers as needed.
- l. Spot clean mirrors and doors.
- m. Empty all trash containers and replace with clean liners.
- n. Place trash in designated dumpster.

***Proposals shall be submitted using the Bid Form in a sealed package with "Calabasas Civic Center Janitorial Services RFP" and the Proposer's name and address clearly indicated on the front of the package.***

All proposals shall be completed in ink or typewritten. Proposers are required to carefully read the ***entire*** Request for Proposal.

<b>RFP Distributed:</b>	<b>May 25</b>
<b>Mandatory Pre-bid Meeting and Facilities Walkthrough:</b>	<b>June 8 at 8:00 AM</b> City of Calabasas City Hall 100 Civic Center Way Calabasas, CA 91302
<b>Questions Submittal Deadline:</b>	<b>June 10</b>
<b>Questions Posted on City Website:</b>	<b>June 15</b>
<b>Proposal Due Date:</b>	<b>June 22 by 2:00 PM</b> City of Calabasas City Hall Administrative Services Department 100 Civic Center Way Calabasas, CA 91302
<b>Proposals Reviewed and Evaluated:</b>	<b>July 5</b>
<b>Contract Award Date:</b>	<b>August 10</b>
<b>Contact:</b>	Michael McConville Senior Management Analyst <a href="mailto:mmcconville@cityofcalabasas.com">mmcconville@cityofcalabasas.com</a> (818) 224-1664

**BID FORM  
FOR CITY OF CALABASAS  
JANITORIAL SERVICES**

AREA	BID AMOUNT
A. City Hall and Council Chambers, including public restrooms	
B. Library, Founders Hall and Multi-Purpose Room, including public restrooms	
C. Senior Center entire building	
D. Founders Hall and Multi- Purpose Room, including public restrooms. <b>Special Cleaning after Rentals (Separate from Routine)</b>	
E. Senior Center Multi-Purpose Room, kitchen and restrooms <b>Special Cleaning after Rentals (Separate from Routine)</b>	
F. Juan Bautista De Anza Park Multi-Purpose Room, Conference Room including public restrooms <b>Special Cleaning after Rentals (Separate from Routine)</b>	
<b>TOTAL BID PROPOSAL</b>	

Company Name:
---------------

Address:
Telephone:
Name of Person Submitting Bid:
Title:
Signature:

**Please list references (name, address and telephone number) for three clients for which similar services were provided:**

1. Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

2. Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

3. Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_



**APPENDIX A**

**PROFESSIONAL SERVICES AGREEMENT  
(Company or Individual)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and \_\_\_\_\_ ***[enter consultant (company's) name]*** a \_\_\_\_\_ ***[insert consultant's state of incorporation]***, \_\_\_\_\_ ***[enter consultant's legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]*** ("Consultant").

**2. RECITALS**

2.1 City has determined that it requires the following professional services from a consultant: \_\_\_\_\_ ***[insert description of consultant's services]***.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in Consultant's \_\_\_\_\_ ***[enter consultant's proposal date]*** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's \_\_\_\_\_ ***[insert date fee schedule submitted to City]*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": \_\_\_\_\_.

3.4 "Expiration Date": \_\_\_\_\_.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement

Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

## 5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_, \_\_\_\_\_) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. \_\_\_\_\_ ***[enter name of Consultant's Staff]*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the

amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

## 10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death

or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **[City Project Coordinator]**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-XXXX

If to Consultant:

*Name of Consultant*  
*Street Address or P.O. Box*  
*City, State Zip Code*  
*Attn: [Consultant]*  
Telephone: ( ) \_\_\_ - \_\_\_\_  
Facsimile: ( ) \_\_\_ - \_\_\_\_

With courtesy copy to:

Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.



- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
**City of Calabasas**

**"Consultant"**  
***Name of Company or Individual***

By: \_\_\_\_\_  
*Name, Title*

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

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

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

By: \_\_\_\_\_  
*Name, Title*

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

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

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

By: \_\_\_\_\_  
*Name, Title*

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

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

**EXHIBIT A  
SCOPE OF WORK**

SAMPLE

**EXHIBIT B  
APPROVED FEE SCHEDULE**

SAMPLE

## APPENDIX B

### Maintenance Facts: City Hall

Building (BOMA) SF: 27,733 SF

Number of Stories: 2

Enclosed Offices: 11

Cubicles: 62

Conference rooms: 6

Council Chamber: seats 110 persons

#### Restroom facilities:

Downstairs Women: 4 stalls, 2 sinks

Upstairs Women: 4 stalls, 2 sinks

Downstairs Men: 4 stalls, 2 urinals, 2 sinks

Upstairs Men: 3 stalls, 1 urinal, 2 sinks

Janitor's closets; One each floor

Pantries: One each floor

Maintenance Storage: 2<sup>nd</sup> floor, 84sf

#### Restroom Accessories

##### Men's:

Toilet seat cover and toilet paper dispenser (Bobrick# 3474)

##### Women's:

Toilet seat cover/TP and sanitary napkin disposal (Bobrick #3574)

Roll paper towel dispenser and waste recept. (Bobrick#3961)

Walls: Gypsum Board throughout with the following exceptions;

Wood and fabric paneling in lobbies and council chambers;

Ceramic tile in restrooms.

#### Floor Surfaces:

Carpet throughout with the following exceptions:

Marmoleum in all food pantries with vinyl base;

Quarry Tile in public lobbies with stone base and trim;

Open steel tread on enclosed stairwells;

Glass Fiber Reinforced Concrete (GFRC) on the grand staircase, with tile risers.

#### Ceilings:

T-bar drop in ceilings throughout, with the exception of:

Acoustic wood veneer panel at the council chambers

Open truss gypsum board ceiling at second floor cubicles

Gypsum board at stairwells, lobbies and restrooms

## APPENDIX C

### Maintenance Facts: Library

Building (BOMA) SF: 25,059SF

Number of Stories: 1

Enclosed Offices: 5

Specialty rooms: 2 (children's story and friends bookstore)

Cubicles/wk. stations: 15

Conference/Study rooms: 6

Assembly Hall: seats 220 persons

Library Stacks: extensive open shelving

Library Reading Areas: extensive open shelving

Technology Room: 16 computer stations, 750sf

Pantries: 2

Restroom facilities:

    Women: 8 stalls, 3 sinks

    Men: 3 stalls, 3 urinals, 3 sinks

Janitor's closets/storage: 2 (one room @ 140sf)

Restroom Accessories:

    Men's:

        Toilet seat cover and toilet paper dispenser (Bobrick# 3474)

    Women's:

        Toilet seat cover/TP and sanitary napkin disposal (Bobrick #3574)

        Roll paper towel dispenser and waste recept. (Bobrick#3961)

Walls: Gypsum Board throughout with the following exceptions;

    Wood and fabric paneling in grand lobby and Assembly Hall;

    Ceramic tile in restrooms.

Floor Surfaces: (see plans for detail)

    Carpet throughout with the following exceptions:

        Marmoleum in all food pantries with vinyl base;

        Cast stone tile in public lobbies with stone base and trim;

        Wood in Assembly Hall

Ceilings: (see plans for detail)

    T-bar drop in ceilings throughout, with the exception of:

        Acoustic wood veneer panel at the Assembly Hall

        Gypsum board at lobby and restrooms

## APPENDIX D

### Maintenance Facts: Senior Center

Building (BOMA) SF: 9,500SF

Number of Stories: 2

Enclosed Offices: 1

Specialty rooms: 5

Cubicles/wk. stations: 4

Kitchen area: 1

Restroom facilities:

Upstairs

Unisex: 1 stalls, 1 sinks

Unisex: 1 stalls, 1 sinks

Downstairs

Women's 3 stalls, 1 sink

Men's 3 stalls, 1 urinal, 1 sink

Janitor's closets/storage: 1 (one room @ 140sf)

Restroom Accessories:

Men's:

Toilet seat cover and toilet paper dispenser (Bobrick# 3474)

Women's:

Toilet seat cover/TP and sanitary napkin disposal (Bobrick #3574)

Roll paper towel dispenser and waste recept. (Bobrick#3961)

Walls: Gypsum Board throughout with the following exceptions;

Floor Surfaces:

Cast stone tile with stone base and trim throughout with the exception of:

Carpet in conference room and game room

Marmoleum with vinyl base in multi-purpose and arts rooms;

Ceilings:

T-bar drop in ceilings throughout