

**Meeting Date:** 2/17/2015

**Report Type:** Review

**Report ID:** 2015-00164

**Title: (Agreement/Contract for Review and Information) Contract: Janitorial Services, On-Call Services at the Convention Center Complex**

**Location:** Citywide

**Recommendation:** Review a report: 1) awarding janitorial services contract for a one-year period with four one-year renewal options to Jani-King of California for a total amount not-to-exceed \$3,258,213; 2) authorizing the City Manager or his designee to execute the contract and renewal options for the total not-to-exceed amount specified for the five-year period; and; 3) continue to February 24, 2015, for approval.

**Contact:** Gary O'Neill, Program Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

**Presenter:** None

**Department:** Finance

**Division:** Procurement Services

**Dept ID:** 06001511

**Attachments:**

1-Description/Analysis

2-Attachment 1 (Bid Analysis)

3-Contract

---

**City Attorney Review**

Approved as to Form

Lan Wang

2/12/2015 11:36:28 AM

**Approvals/Acknowledgements**

Department Director or Designee: Leyne Milstein - 2/12/2015 9:16:22 AM

## Description/Analysis

**Issue Detail:** The City of Sacramento Convention and Cultural Services department has ongoing requirements for on-call janitorial services at their Convention Center facilities. Staff recommends that a contract be awarded to Jani-King based on the results of Invitation for Bid No. B15061521001 (Attachment 1).

**Policy Considerations:** The recommendation in this report is in accordance with City Code Section 3.56, *Purchasing of Supplies and Services*, and Section 3.58, *Living Wage*. In addition to City requirements, the contractor recommended for award is required to comply with California Labor Code, Chapter 4.5, Sections 1060 - 1065, *Displaced Janitor Opportunity Act*. This law requires a successor contractor to retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor for the preceding four months or longer at the sites covered by the new contract. The City of Sacramento expanded this transition period to a total of 90 days per Ordinance No. 2010-005 adopted on February 23, 2010.

**Economic Impacts:** None.

**Environmental Considerations:** The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In July 2014, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B15061521001 (category 10) for the purchase of on-call janitorial services for the Convention Center Complex. Five bids were received for this category.

Staff recommends awarding the contract to Jani-King of California as they had the most advantageous pricing for the City.

Annual increases for additional years of the contract have been capped at 2%.

**Financial Considerations:** Sufficient funding is available in the FY2014/15 budget for janitorial services through June 30, 2015. Services provided after June 30, 2015, are subject to funding availability in the CCS department budget for the applicable fiscal year. Council authorization will be requested in the event, and at such time, that the overall total or individual limit by a contractor is expected to exceed the amounts authorized.

**Local Business Enterprise (LBE):** Jani-King of California meets the LBE participation requirement.

# Janitorial Services - Convention Center Complex

Hourly rates for on-call janitorial services

	SUPERVISOR				GENERAL STAFF			
	Straight	Overtime	Holiday	Less-than 24 hrs notice	Straight	Overtime	Holiday	Less-than 24 hrs notice
<b>ABM</b>	\$ 20.85	\$ 31.28	\$ 31.28	\$ 31.28	\$ 18.55	\$ 29.12	\$ 29.12	\$ 29.12
<b>ISS</b>	\$ 26.52	\$ 39.78	\$ 39.78	<i>not listed</i>	\$ 19.81	\$ 29.72	\$ 29.72	<i>not listed</i>
<b>Jani-King</b>	\$ 22.19	\$ 33.28	\$ 33.28	\$ 33.28	\$ 17.82	\$ 26.73	\$ 26.73	\$ 26.73
<b>Twin III</b>	\$ 30.00	\$ 45.00	\$ 30.00	\$ 90.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 50.00
<b>Universal</b>	\$ 34.00	\$ 39.00	\$ 39.00	\$ 39.00	\$ 22.80	\$ 31.00	\$ 31.00	\$ 31.00

<b>Est. Annual Hours</b>	<b>2,500</b>	<b>1,250</b>	<b>100</b>	<b>0</b>	<b>25,000</b>	<b>2,500</b>	<b>500</b>	<b>0</b>
--------------------------	--------------	--------------	------------	----------	---------------	--------------	------------	----------

**SUBTOTALS**

<b>ABM</b>	\$ 52,125	\$ 39,100	\$ 3,128	\$ -	\$ 463,750	\$ 72,800	\$ 14,560	\$ -
<b>ISS</b>	\$ 66,300	\$ 49,725	\$ 3,978	\$ -	\$ 495,250	\$ 74,300	\$ 14,860	\$ -
<b>Jani-King</b>	\$ 55,475	\$ 41,600	\$ 3,328	\$ -	\$ 445,500	\$ 66,825	\$ 13,365	\$ -
<b>Twin III</b>	\$ 75,000	\$ 56,250	\$ 3,000	\$ -	\$ 700,000	\$ 70,000	\$ 14,000	\$ -
<b>Universal</b>	\$ 85,000	\$ 48,750	\$ 3,900	\$ -	\$ 570,000	\$ 77,500	\$ 15,500	\$ -

**ANNUAL TOTALS**

<b>ABM</b>	\$ 645,463.00
<b>ISS</b>	\$ 704,413.00
<b>Jani-King</b>	\$ 626,093.00
<b>Twin III</b>	\$ 918,250.00
<b>Universal</b>	\$ 800,650.00



Requires Council Approval:  No  YES Meeting: 02/10/2015

Real Estate  Other Party Signature Needed  Recording Requested

**General Information**

Type: Non Professional Services	PO Type: FNPR	Attachment: Original No.:
\$ Not to Exceed: \$3,258,213		Original Doc Number:
Other Party: JANI-KING OF CALIFORNIA, INC.		Certified Copies of Document: 0
Project Name: Janitorial Services (On-Call Services at Convention Center Complex)		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: n/a	Bid Transaction #: B15061521001	LBE: yes, participation required

**Department Information**

Department: Finance Division: Procurement  
 Project Mgr: Gary O'Neill Supervisor: Craig Lymus  
 Phone Number: 916-808-7432 Org Number: 06000  
 Comment:

**Review and Signature Routing**

Department	Signature or Initial	Date
Initial and Forward to Next on List Project Mgr:	<i>Gary O'Neill</i>	1/23/2015
Division Manager:	<i>CBJ</i>	1/26/15
City Attorney	Signature or Initial	Date
Initial and Date City Attorney (L Wang):	<i>L Wang</i>	1/29/15
<input type="checkbox"/> Send Interoffice Mail	<input checked="" type="checkbox"/> Notify for Pick Up	
Authorization	Signature or Initial	Date
Leyne Milstein - Dept. Director:		
CONTROL #		
City Mgr: Yes <input type="checkbox"/> No <input type="checkbox"/>		

**For City Clerk Processing**

**Finalized:**  
 Initial: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Imaged:**  
 Initial: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Received:**  
 (City Clerk Stamp Here)

PROJECT #: BID B15061521001

PROJECT NAME: JANITORIAL SERVICES (ON-CALL SERVICES AT CONVENTION CENTER COMPLEX)

DEPARTMENT: FINANCE

DIVISION: PROCUREMENT SERVICES

CITY OF SACRAMENTO

### NONPROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made at Sacramento, California, as of February 17, 2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

**JANI-KING OF CALIFORNIA, INC.**  
**3947 LENNANE DRIVE, SUITE 150**  
**SACRAMENTO, CA 95834-1973**

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                     |
|--|-------------------------------------|
| ✓ Invitation to Bid                                    | ✓ Contractor's Bid Proposal Form    |
| ✓ Instructions to Bidders                              | ✓ Workers' Compensation Certificate |
| ✓ Local Business Enterprise (LBE) Requirements         | ✓ Certificate(s) of Insurance       |
| ✓ Drug-Free Workplace Policy and Affidavit             | ✓ Technical Specifications          |
| ✓ Declaration of Compliance (Equal Benefits Ordinance) |                                     |
| ✓ Declaration of Compliance (Living Wage Ordinance)    |                                     |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for

additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit D, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**

A Municipal Corporation

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

Print name: \_\_\_\_\_

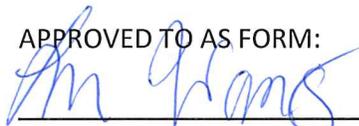
Title: \_\_\_\_\_

For: John F. Shirey, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED TO AS FORM:

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

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

JANI-KING OF CALIFORNIA, INC.  
NAME OF FIRM

95-3757393  
Federal I.D. No.

297-31056  
State I.D. No.

106662  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* \_\_\_\_\_)

  
Signature of Authorized Person

Chris McCay / Regional Sales Manager  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

Name of Contractor: JANI-KING OF CALIFORNIA, INC.

---

Address: 3947 LENNANE DR STE 150  
SACRAMENTO, CA 95834-1973

---

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 11/20/2015

Print name: Chris McCoy

Title: Regional Sales Manager

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: JANI-KING OF CALIFORNIA, INC.

---

Address: 3947 LENNANE DR STE 150  
SACRAMENTO, CA 95834-1973

---

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for

future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 1/20/2015

Print name: Chris McCay

Title: Regional Sales Manager

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*GARY O'NEILL, PROGRAM ANALYST  
PROCUREMENT SERVICES DIVISION*

*SACRAMENTO CITY HALL, 915 ST FL 2, SACRAMENTO, CA 95814-2604*

*Phone 916-808-7432 / Fax 916-808-5747 / E-mails goneill@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*CHRIS McCAY, REGIONAL SALES REPRESENTATIVE*

*JANI-KING OF CALIFORNIA, INC., 3947 LENNANE DR STE 150, SACRAMENTO, CA 95834-1973*

*Phone 916-364-9800 ext 201 / Fax 916-364-9813 / E-mail sacrs@janiking.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.**

***Janitorial Services (On-Call Services at Convention Center Complex).***

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

**4. Prevailing Wage Requirement.** *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

\_\_\_\_\_ Construction work in an amount exceeding \$25,000; or

\_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

# Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

## i. SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation will be awarded with a base period of one year beginning the day after the contract is approved by the Sacramento City Council.

Contract may be extended on a year to year basis under the same terms and conditions; however, in no case shall the original contract period and all subsequent renewals extend beyond five (5) years. Contract options will be extended to a contractor when it is in the City's best interest to do so. The City shall consider contractor performance, qualification criteria, and other contract conditions.

2. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

3. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts shall be computed from the date of delivery or completion and acceptance of services, or from the date of receipt of the invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

The Contractor shall be paid monthly, in arrears, for work satisfactorily performed. Certified payroll records must be approved by the City's Contract Manager before the invoice can be paid.

4. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The contractual point-of-contact for this contract is:

Contract Manager	GARY O'NEILL
Dept.	FINANCE
Division	PROCUREMENT SERVICES
Address	915 I ST 2 <sup>ND</sup> FL, SACRAMENTO CA 95814-2604
Phone	916-808-7432
E-Mail	<a href="mailto:goneill@cityofsacramento.org">goneill@cityofsacramento.org</a>

B. A list of Site Managers for the various City facilities will be provided to the Contractor(s) upon award of a contract. The Site Manager is the City employee designated to report on janitorial service at a particular facility.

5. **Contractor Supervisor.** The Contractor shall provide a Supervisor or Supervisors who shall be responsible for the performance of the work. A minimum of one alternate shall act for the Contractor when the Contract Supervisor is absent or unavailable. As used in this contract, the term "Contract Supervisor" shall include the alternate(s) as specified above.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

The Contract Supervisor shall:

- a. Be a full-time employee of the contractor.
- b. Be dedicated to the City contract and not supervise any other contracts that Contractor may have with other agencies or firms.
- c. Be available between the hours of 8:00 AM to 4:00 PM to meet with the City's Contract Manager, Site Manager(s), or other City personnel to discuss issues.
- d. Have a cellular telephone to permit timely contact to the City and must respond to all calls within one (1) hour.
- e. Be able to fluently read, write, speak, and understand English.
- f. Provide employee supervision during all cleaning hours.
- g. Provide training to employees on the proper procedures and methods to clean.

Category G-1, City Hall and 300 Richards, and Category G-10, Convention Center Complex, require a dedicated Supervisor.

6. **Contractor Employees.** The Contractor shall furnish adequate supervisory and working personnel that are a minimum of eighteen (18) years of age and capable of completing all the work required under this contract. If, in the sole opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor's employees must be able to understand and converse in English.

The Contractor shall provide employees with work uniforms bearing the name of the company and the employee's name. T-shirts and/or polo shirts are acceptable. The City will allow long pants of the Contractor's choice provided that the pants are clean, neat, and free of holes at the start of the employee's shift. The only hats that may be worn are those that display the Contractor's logo. All Employees are to wear close-toed shoes. Employees shall present a neat appearance and may not be permitted to work until properly attired. Appropriate uniforms shall be worn at all times, including by personnel who are being trained.

The Contractor will coordinate with the City for the issuance of photo ID badges for all employees performing service at City facilities.

The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest as solely determined by the City. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

Janitorial staff shall be trained on safety requirements to include quality performance to City specifications, MSDS Training or GHS Training, IIPP plans, Blood-Borne Pathogen Training, Personal Protective Equipment Training, and Injury/Illness Program Training as required by Cal-OSHA, Title 8, Sections 3203, 1926.59, and 5193. The Contractor is required to provide certification that janitorial personnel have received this training. This certification must be submitted to the City's Contract Manager prior to the commencement of the contract. For new employees being assigned to this contract, the

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

required certification must be provided to the City's Facilities Contract Coordinator prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor.

7. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Services Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

8. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication or distribution of paper or electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento. This includes blueprints, floor plans, or schematics of City facilities.

The Contractor may not photograph or record any portion of City facilities without the express written consent of the City's Contract Manager.

9. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

10. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be issued shortly after the award of the contract and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

B. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

11. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

12. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
13. **Sub-contracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be sub-contracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all sub-contractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

14. **Pricing.** Prices are the maximum amount for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. Bid pricing shall include all wages, payroll taxes, fringe benefits, insurance, bonds, transportation, equipment, materials, supplies, administrative and overhead costs, and all other costs associated with the performance of the entire contract over a potential five (5) year term. Prevailing Wager / Living Wage may change annually and the Contractor shall make the appropriate adjustment to comply with these requirements.

No price changes are permitted during the first year of the contract, unless there is a change in the scope of the contract. Contractor must include all costs for performing the contract, which includes making the appropriate annual adjustments for wage rate increases, health benefits, vacation and other appropriate business expenses. **This is a fixed price contract and has no equitable adjustments.**

15. **Notification of Material Changes in Business.** Contractor agrees that if their firm experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
16. **Continued Use of Facility.** The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit their personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, will be performed at no additional expense to the City.
17. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
18. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, the Procurement Services Manager may

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

19. **Termination for Convenience.** The City may terminate the contract for convenience upon 30 days written notice to Contractor(s).
20. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the service from other sources and to hold the Contractor for any excess cost occasioned to the City thereby.
21. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
  - A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
  - B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whosoever shall in any manner or degree modify or otherwise affects the terms of this contract, including the requirements of the specifications.
22. **Environmentally Preferable Procurement.** The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the SPP.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SPP and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable\\_Purchasing\\_Policy\\_SPP.ashx](http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx) or by contacting the Procurement Services Division at (916) 808-6240.

- 23. Prevailing Wage/Living Wage.** Any person performing labor in the execution of this contract shall be paid not less than the general Prevailing Wage Rate/Living Wage rate paid in private employment for similar work in the City of Sacramento. In accordance with Title 3.56, Paragraph 3.56.070 of the Sacramento City Code, it has been determined by the City that the current local Prevailing Wage Rate/Living Wage Rate for Janitorial Services in Sacramento County is \$13.45 per hour. This rate may change during the course of the contract and contractor will need to adjust employee per hour cost each time that occurs.

Prevailing/Living Wage rates are established using the US Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Adjusted, SF-Oakland-San Jose Percent Change. The City's Prevailing/Living Wage rates may change annually, usually in the month of February, and successful Contractor will be required to increase employee wages accordingly, at no additional cost to the City of Sacramento. In submitting a bid, Contractors are advised to factor in this potential increase on the Pricing Schedules for the subsequent out years.

In the event the Contractor pays any laborer or employee less than the established prevailing wage rate, the City may terminate the contract. In the event of such termination, Contractor shall be liable and assessed no less than the established rate per day per violation.

- 24. Certified Payroll – Electronic Requirement.** The City will require successful Contractor to provide an electronic upload of certified payroll records each month. LCP Tracker Labor Compliance Software is the City's mechanism to meet this requirement. Contractor's payroll department will work with LCP Tracker staff to implement a bridge from Contractor's payroll system into the LCP Tracker. This requirement must be met within 30 days of contract award. Additional information can be found at [www.lcptracker.com](http://www.lcptracker.com).
- 25. Displaced Janitor Opportunity Act.** New Contractors must comply with the Displaced Janitor Opportunity Act, Senate Bill (SBF-20) requiring janitorial contractors and sub-contractors that secure a new building service contract to employ the janitors of the former contractor or sub-contractor for at least 60 days pursuant to State of California Labor Code, Part 3, Chapter 4.5, Sections 1060 - 1065. In addition to the State's 60

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

day requirement, the City of Sacramento requires new contractors to increase this transfer of employment time by an additional 30 days making this a **total of 90 days**.

It is the contractor's responsibility to be familiar with the requirements of this law.

By submitting a bid, the bidder acknowledges that they have read and understood the meaning, intent, and requirements of said act and acknowledges compliance with said act in the event a contract is awarded to the bidder.

## ii. TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS

1. **SCOPE OF WORK.** Contractor shall provide all personnel necessary to perform janitorial services for the buildings listed in these Technical Specifications. All services shall be performed to the standards set forth in the Task List. Acceptance of services will be based upon results, not merely accomplishment of the required services.

City reserves the right to add or delete buildings and/or square footage and modify the scope of work, schedules, and/or frequency of services as deemed necessary by the City. Such additions/deletions and/or modifications shall be discussed with the Contractor and, if necessary, adjustments will be made to the contract as mutually agreed.

2. **RELIANCE UPON PROFESSIONAL SKILL.** It is mutually agreed by the parties that the City is relying upon the professional skill of the Contractor, and the Contractor represents to the City that its work shall conform to generally recognized professional cleaning standards in the janitorial industry. Acceptance of the Contractor's work by the City does not operate as a release of the Contractor's said representation.
3. **CAUTION SIGNS.** The Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions to people other than Contractor personnel. These signs shall always be used whenever the work performed by the Contractor is creating wet or slick floors. Signs shall be displayed regardless of whether the facility is open for business or closed and shall be removed immediately after the hazard has dissipated.
4. **CONSERVATION OF UTILITIES.** The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for performing under conditions which preclude the waste of utilities, including:
  - a. Lights shall be used only in areas where and when work is actually being performed.
  - b. Lights shall be controlled by using the appropriate light switch and not circuit breakers.
  - c. Mechanical equipment controls for heating, ventilation, or air conditioning systems shall not be adjusted by Contractor's employees.
  - d. Water faucets or valves shall be turned off after the required usage has been accomplished.
5. **WORKING HOURS.** The Contractor shall perform cleaning service during the times determined by the City Site Manager.
6. **WORK SCHEDULE.** The City Site Manager or a designated representative shall determine an appropriate work schedule and number of personnel that satisfies the needs and requirements of the respective facility and event. The City shall transmit the personnel needs via email. Pricing shall be at the regular rate unless the start time of the Contractor's personnel is less than 24 hours from the time that the email message is transmitted.

# Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

**7. HOLIDAYS.** The City observes Holidays on the following days:

New Year's Day *	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day *	July 4
Labor Day	First Monday in September
Veterans Day *	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day *	December 25

\* If this Holiday falls on a Saturday, it is observed on the preceding Friday; if on Sunday, then the succeeding Monday).

**8. PARKING FEES.** The Contractor is responsible for all parking fees required by Contractor's personnel to perform their duties.

**9. COMPLAINTS OF DEFECTIVE PERFORMANCE.** The Contractor shall perform at a quality level that will prevent customer complaints. The Contractor shall ensure that their employees perform at the highest level to ensure that all requirements of the contract are met.

Various surveillance methods shall be used by the City to ensure satisfactory Contractor performance including random sample surveys.

The City's Site Manager will alert the Contractor's Supervisor via email of unsatisfactory performance. The Contractor's Supervisor shall respond to the Site Manager and the City's Contract Manager within four (4) hours of notification of the plan to correct the performance issue. The performance issue shall be corrected within twenty-four (24) hours of notification.

If the complaint is not abated within twenty-four (24) hours to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed by the City. This shall include both work performed by the City's work force or performed by another janitorial services contractor.

**10. PHYSICAL SECURITY OF CITY FACILITIES.** The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will promptly be repaired by Contractor to the condition existing before the damage or be replaced, as determined by City. All costs for such repairs or replacements shall be the sole responsibility of Contractor. City reserves the right to select or approve the person/company doing the repair and the materials used. The Contractor shall be responsible for securing all areas where services are performed by closing and locking all windows, doors and gates and by extinguishing all lights, except those lights designated to be left on.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

11. **SECURITY ACCESS.** The Contractor shall establish and implement methods of ensuring that all I.D. badges, keys, and security codes issued to the Contractor are not lost, misplaced, or used by unauthorized persons. No badges or keys issued to the Contractor shall be duplicated and no security codes shall be shared with unauthorized personnel. The Contractor shall develop control procedures that will be included in the Contractor's quality control plan.

The Contractor shall report lost badges and keys to the appropriate City Site Manager within one (1) hour. The City may require the Contractor to replace, re-key, or reimburse the City for replacement of badges or locks or re-keying as a result of the loss. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost shall be deducted from the Contractor's payment.

Contractor shall be responsible for the prohibition of use of badges or keys issued by the City by any person other than the Contractor's authorized employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees specifically engaged in the performance of assigned work in those areas.

12. **LIMITED ACCESS / HIGH SECURITY AREAS.** Certain rooms and areas, such as telecommunication rooms or computer rooms or high security areas, shall have a designated City staff member present when the Contractor's staffer performs services in this area. Schedule for cleaning of these areas is to be arranged with the City's Site Manager.
13. **LOST AND FOUND PROPERTY.** The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees be returned to the City's Site Manager for that facility.
14. **COMPLIANCE WITH O.S.H.A.** The Contractor shall be responsible for strict compliance with all requirements of Title 8, California Code of Regulations, section 5194, the California Occupational Safety and Health Act (O.S.H.A.), or its successor, which are applicable to the work to be accomplished pursuant to this contract. O.S.H.A. shall be construed to include, but not limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event Contractor, or any of the Contractor's employees, observes any violation of O.S.H.A. in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.
15. **COMPLIANCE WITH IMMIGRATION LAW.** The Contractor shall employ only those individuals who are in compliance with any and all current laws and regulations of the U.S. Immigration and Naturalization Service.
16. **PERFORMANCE STANDARDS.** The Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control, and management availability.

- a. **Employee Supervision:** The Contractor's employees shall be supervised to ensure proper performance of duties and adherence to requirements of the contract.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

- b. Work Schedule: The Contractor's employees shall follow the schedule developed by the City. Where a schedule has not been issued by the City, the Contractor will furnish their own schedule for approval by the City's Contract Manager and Site Manager. The schedule shall identify by day and time when the service is to be performed.
- c. Quality Control: The Contractor shall have a viable quality control program approved by the City's Contract Manager. The quality control program shall identify services that do not meet the cleaning task standards and allow re-accomplishment prior to scheduled inspection. Random sampling of cleaning services will be conducted by the City.

- 17. CHANGED FLOOR SURFACES AND FURNISHINGS.** Differing efforts for different types of floor surface are assumed. However, no adjustments to the contract price will be made for changes to floor surfaces. Should the City change floor surfaces, such as carpet being added or removed to a floor, the Contractor shall adjust the floor servicing and maintenance as necessary.

Density and types of furnishings may be changed to compliment City operations. However, the Contractor shall continue to service the area(s) in accordance with applicable requirements at no adjustment to contract prices.

The "no adjustment to contract prices" clause is included to eliminate minor contract modifications for minor operational changes.

# Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

## i. Task List

The following is a list of tasks to be performed by the Contractor on an on-call basis.

<b>TASK #</b>	<b>TASK OR LOCATION</b>	<b>DETAILS</b>
<b>D-1</b>	BREAK / LUNCH ROOM(S)	Clean all sink basins, counter tops, and back splashes.
<b>D-2</b>	BREAK / LUNCH ROOM(S)	Clean and disinfectant all table tops and chair surfaces.
<b>D-3</b>	BREAK / LUNCH ROOM(S)	Clean the exterior surfaces of microwaves, toaster ovens, stoves, refrigerators, ice machines, coffee makers, water dispensers.
<b>D-4</b>	COUNTERTOPS	Clean and disinfect countertops in break rooms and coffee stations.
<b>D-5</b>	DRINKING FOUNTAIN(S)	Clean and disinfect all porcelain and polished metal surfaces, including the basin and drain, exterior of cabinet, and exterior chrome/brass. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
<b>D-6</b>	ELEVATOR(S)	Clean per Section II-B-21 specifications
<b>D-7</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Clean glass or metal surfaces of fingerprints and smudges.
<b>D-8</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Empty ashtrays into non-flammable containers.
<b>D-9</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove chewing gum as needed.
<b>D-10</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove paper, discarded bottles and cans, and other trash at or near an entrance.
<b>D-11</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove trash and recycling from exterior receptacles and properly dispose. Replace liners as needed or as directed.
<b>D-12</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep entrance sidewalks, clean door handles or strike bars, clean cobwebs from entrance.
<b>D-13</b>	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep or vacuum all door thresholds.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

<b>D-14</b>	<b>ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS</b>	Vacuum carpeted entrance mats to remove soil and grit and to restore the resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
<b>D-15</b>	<b>FITNESS ROOM</b>	Clean per Section II-B-22 specifications
<b>D-16</b>	<b>FLOORS, CARPET</b>	Spot clean stains of 3" diameter or less as needed without causing discoloration.
<b>D-17</b>	<b>FLOORS, CARPET</b>	Vacuum all traffic areas and spot vacuum other areas as needed. (punch holes, obvious soil, etc.)
<b>D-18</b>	<b>FLOORS, HARD SURFACE</b>	Sweep and dust mop or vacuum all hard surface flooring. Move or tilt light-weight furniture such as chairs and trash receptacles to maintain the floors underneath them and return to original position.
<b>D-19</b>	<b>FLOORS, HARD SURFACE</b>	Damp mop with split microfiber mops or use other appropriate method to remove scuff marks or other black marks or spills from waxed or non-waxed hard surface flooring.
<b>D-20</b>	<b>GLASS CLEANING, INTERIOR</b>	Spot clean all glass desk tops, walls, partitions, interior office windows, directory boards draft shields on windows, mirrors and adjacent trim. After cleaning, there shall be no traces of finger prints or smudges.
<b>D-21</b>	<b>GLASS CLEANING, INTERIOR AND EXTERIOR</b>	Spot clean interior and exterior door glass including courtyard doors. Spot clean all interior glass windows.
<b>D-22</b>	<b>LOADING DOCK</b>	Clean all trash on the floor and place in the appropriate dumpster.
<b>D-23</b>	<b>LOADING DOCK</b>	Sweep floor and place trash into appropriate containers.
<b>D-24</b>	<b>LOCKER ROOMS</b>	Clean in the same manner as Restrooms / Lavatories.
<b>D-25</b>	<b>POTTED PLANTS, INDOORS</b>	Remove debris from the pots including but not limited to candy wrappers, gum and gum wrappers, and cigarette butts.
<b>D-26</b>	<b>RESTROOMS / LAVATORIES</b>	Clean mirrors, bright metal, entrance door kick plates and push plates, and door handles.
<b>D-27</b>	<b>RESTROOMS / LAVATORIES</b>	Clean, sanitize, and deodorize all urinals, toilets including seats and tank covers, partitions, stall walls and doors, lavatories, and dispensers, with an approved disinfectant solution.
<b>D-28</b>	<b>RESTROOMS / LAVATORIES</b>	Damp mop floors with a disinfectant / germicidal detergent solution. Use split microfiber mops; no cotton string mops shall be used.
<b>D-29</b>	<b>RESTROOMS / LAVATORIES</b>	Empty waste containers and replace trash can liner.
<b>D-30</b>	<b>RESTROOMS / LAVATORIES</b>	Refill all dispensers including soap, towels, toilet paper, seat covers, and sanitary napkins. Restrooms are to be restocked to avoid supplies being used up prior to the next clearing.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

D-31	RESTROOMS / LAVATORIES	Wash and clean sink basins, counter tops, exposed pipes.
D-32	RESTROOMS / LAVATORIES	Clean and sanitize all operational showers.
D-33	TABLES	Clean with a damp split fiber microfiber cloth to remove dust, smudges, and stains.
D-34	WASTE CONTAINERS	Empty and return waste containers to their original location.
D-35	WASTE CONTAINERS	Insert new clear liner bag as needed or directed.
D-36	WASTE CONTAINERS	Empty trash and recyclables into the appropriate dumpster; do not mix the two waste streams. Trash shall be in clear plastic bags with ties used to close the bag.
D-37	WASTE CONTAINERS	Remove cardboard boxes and other oversize trash that has been placed next to a waste container or has been placed in a central collection area approved by the City's site manager. Place in the appropriate dumpster.

TASK #	TASK OR LOCATION	DETAILS
W-1	DRAINS	Clean floor drains and ensure that the drain traps are full.
W-2	DRINKING FOUNTAIN(S)	Remove scale from basin.
W-3	DUST	Vertical surfaces and lower surfaces of furniture chair rails, fixtures, and baseboards.
W-4	DUST	Surfaces, including top surfaces, of pictures, wall mirrors, clocks, fire extinguisher covers, framed items
W-5	DUST	Removal of all dust, lint, litter, and dry soil from the horizontal surfaces of desks, chairs, furniture, filing cabinets, fixtures, partitions including top edges of cubicles, hand rails, ledges, window sills, counters, magazine racks, all exposed or open book shelf space and cubicle work surfaces. <i>Low dusting DOES NOT apply to artwork or designated exhibits.</i>
W-6	FLOORS, CARPET	Vacuum. Heavy-duty vacuum all exposed areas of carpeting (those areas not covered by floor mats, desks, cabinets, etc.).
W-7	FLOORS, HARD SURFACE	VINYL AND LINOLEUM: Sweep, then damp mop entire floor using a dedicated split microfiber mop; no cotton string mops shall be used. Sweeping the floor is a prerequisite to mopping. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

<b>W-8</b>	FLOORS, HARD SURFACE	STONE, MARBLE, SLATE, GRANITE, CERAMIC TILE, TRAVERTINE, or CONCRETE FLOORS: Sweep, then damp mop with a dedicated mop and warm water with cleaner formulated to clean this type of flooring. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.
<b>W-9</b>	PATIO / COURTYARD	Wipe down chairs and tables
<b>W-10</b>	PATIO / COURTYARD	Sweep up leaves and trash
<b>W-11</b>	RESTROOMS / LAVATORIES	Remove scale and ring from toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
<b>W-12</b>	RESTROOMS / LAVATORIES	Remove splashings and water spots from walls and modesty panels.
<b>W-13</b>	RESTROOMS / LAVATORIES	Wet mop floor surface with a soapy water solution.
<b>W-14</b>	RESTROOMS / LAVATORIES	The floor drains should get a regular dose of soapy water when the floors are wet mopped (not damp mopped) by the custodial staff. The intent is to prevent odors, insects, and vermin from coming up through the drains.
<b>W-15</b>	STAIRWELLS & LANDINGS	Clean stairwells and landings by sweeping or vacuuming.
<b>W-16</b>	TELEPHONES	Disinfect buttons and mouthpiece.
<b>W-17</b>	WALLS, METAL OR TILE	Spot clean metal surfaces to remove finger prints or other stains.
<b>W-18</b>	WALLS, PAINTED	Spot clean painted walls to remove finger prints or other stains without removing or discoloring the paint.
<b>W-19</b>	WALLS, WOOD	Spot clean wood surfaces to remove finger prints or other stains without staining, blemishing, warping, blistering, or splintering the grain

<b>TASK #</b>	<b>TASK OR LOCATION</b>	<b>DETAILS</b>
<b>M-1</b>	CHAIRS, FABRIC	Vacuum fabric on chairs. Employ a crevice tool to remove particles from crevices.
<b>M-2</b>	COBWEBS	Remove from all interior surfaces and entrance exteriors.
<b>M-3</b>	DUST	Tops of lockers.
<b>M-4</b>	DUST	Tops of lighting valances.
<b>M-5</b>	DUST	Door casings top with door open.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

<b>M-6</b>	DUST	Uncluttered desks and work spaces
<b>M-7</b>	ENTRANCE(S)	Polish door handles, push plates, and kick plates.
<b>M-8</b>	LOADING DOCK	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
<b>M-9</b>	RESTROOMS / LAVATORIES	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
<b>M-10</b>	VACUUM	Chalk trays on chalkboards
<b>M-11</b>	ENTRANCE(S)	Clean glass doors on interior

<b>TASK #</b>	<b>TASK OR LOCATION</b>	<b>DETAILS</b>
<b>Q-1</b>	CHAIRS, FABRIC	Dry shampoo including sofas.
<b>Q-2</b>	DRAPES	Vacuum.
<b>Q-3</b>	DUST	High dusting is the removal of all dust, lint, litter spider webs, etc., from all walls, sills, ledges, furnishings, and ceilings over seven feet (7'0") above the floor surface.
<b>Q-4</b>	ELEVATOR(S)	Clean per direction of City Site Manager
<b>Q-5</b>	FILE CABINETS	Clean all surfaces including dusting top surface.
<b>Q-6</b>	RESTROOMS / LAVATORIES	Wash partitions and tile walls.

<b>TASK #</b>	<b>TASK OR LOCATION</b>	<b>DETAILS</b>
<b>S-1</b>	CHAIRS, NON-FABRIC	Wash armrests, seats, backs, and legs.
<b>S-2</b>	DUST	Venetian blinds; position the blinds as down with the slats open.
<b>S-3</b>	DUST	Ceiling ventilator ducts and diffusers. After cleaning, the vents and diffusers will be clean and streak-free and the surrounding wall or ceiling area shall be free of dirt, dust, and grime.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

<b>S-4</b>	FLOORS, CARPET	<p>Shall be performed to maintain the carpets in a clean, stain-free, non-discolored condition. Two techniques shall be used in carpet cleaning – hot water extraction and bonnet cleaning. Bonnet cleaning shall only be done with a cloth fiber bonnet and only after hot water extraction has been completed. Bonnet cleaning shall not be used in lieu for hot water extraction. After cleaning, floor drying fans shall be used to ensure that the carpet is completely dry before occupants return to the building. All cleaning solutions shall be vacuumed from the carpet surfaces and removed from walls, baseboards and furnishings. All furniture shall be returned to its proper position.</p>
<b>S-5</b>	FLOORS, HARD SURFACE	<p>All appropriate hard-surface floors shall be stripped, rinsed, sealed and finished to maintain floors in a clean, clear glossy appearance. As part of this practice, old finish shall be stripped from the floor, including corners and edges, to prevent finish buildup and “yellowing.” In addition to the above, all floors shall be finished and buffed in accordance with a schedule prepared by the Contractor and approved by the City. Finishing/buffing includes a combination of techniques of dry buffing, spray buffing, high-speed burnishing stripping and refinishing to achieve the required results. Sections and/or entire floor surfaces shall be treated to maintain standards. Floor finishing/buffing shall only be performed on previously cleaned surfaces. Upon completion of finishing/buffing, all floor finish, dust, or other residues shall be removed from walls, baseboards and other furnishings. All furniture shall be returned to its proper position.</p>
<b>S-6</b>	SWITCH PLATE COVERS	Clean and disinfect.

TASK #	TASK OR LOCATION	DETAILS
CCC-1	1400 J Street	NOTE: All of the above daily, weekly, monthly, quarterly, and semi-annual tasks will be required on an AS NEEDED BASIS.
CCC-2	1400 J Street	NOTE: Contractor must provide a representative who is available 24 hours per day, 7 days a week, and who has the authority to resolve staffing and performance issues.
CCC-3	1400 J Street	NOTE: Contractor shall be able to provide up to twenty-five (25) employees for work at the Convention Center Complex.
CCC-4	1400 J Street	NOTE: Tasks are frequently performed in and around the public. During such instances, it is expected that all employees continue their duties in a polite, efficient, safe, and customer friendly manner.

## Attachment 1 to Exhibit A – SCOPE OF WORK - Janitorial Service

---

<b>CCC-5</b>	1400 J Street	NOTE: All employees assigned to this contract must take direction from City Convention Center personnel. Employees must be able to receive instructions in English and communicate in English.
<b>CCC-6</b>	1400 J Street	NOTE: Contractor's employees may also be used for exterior grounds keeping, trash collection, leaf collection including leaf blowing, etc. Lawn maintenance is NOT included.

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 626,093 for the first year .
2. **Billable Rates.**  
CONTRACTOR shall be paid for the performance of Services on a monthly basis, paid in arrears, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*CONVENTION CENTER OPERATIONS*

*1030 15TH ST STE 150*

*SACRAMENTO, CA 95814-4030*

*Phone 916-808-7668 / Fax 916-808-7538 / Email DGoodwater@cityofsacramento.org*

*Attn: DAN GOODWATER*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

# Attachment 1 to Exhibit B – PRICE SCHEDULE

---

## i.) Hourly Rates

Type	Supervisor	General Staff
Straight time	\$22.19	\$17.82
Overtime	\$33.28	\$26.73
Holiday	\$33.28	\$26.73
Less-than-24-hour notification	\$33.28	\$26.73

## ii.) Annual Renewal Options; maximum percentage increase:

Year Two	First renewal option	<b>2%</b>
Year Three	Second renewal option	<b>2%</b>
Year Four	Third renewal option	<b>2%</b>
Year Five	Fourth and final renewal option	<b>2%</b>

## iii.) Additional Cleaning Services:

Emergency response for cleaning up vomit, urine, blood, and other bodily fluids.	Cost per hour; minimum of two hours	<b>\$25.00</b>
Extra day-porter service (per staff member)	Cost per hour; minimum of two hours	<b>\$18.04</b>
Additional janitorial services outside of contracted scope of work	Cost per hour; minimum of two hours with no travel time allowed	<b>\$18.04</b>
Additional carpet cleaning at City locations not on the contract or additional carpet cleaning at the contracted sites	Cost per square foot; 100 square foot minimum	<b>\$0.12</b>
Additional floor cleaning (strip, buff, wax) at City locations not on the contract or additional floor cleaning at the contracted sites.	Cost per square foot; 100 square foot minimum	<b>\$0.25</b>
Additional cost to clean (extraction) one fabric chair	Each; minimum of five	<b>\$5.00</b>
Additional cost to clean non-fabric chair	Each; minimum of five	<b>\$2.00</b>
Additional cost to vacuum drapes	Per square foot of coverage area	<b>\$0.03</b>
Additional cost to clean interior and exterior of one standard-size bike locker	Each; minimum of five	<b>\$5.00</b>

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

All janitorial supplies and equipment required, in the City's sole opinion, to perform the tasks stated in Attachment 1 to Exhibit A.

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this

Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that

are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret"

designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the

requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award

and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
  
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
  
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement

shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

**EXHIBIT E**  
**LIVING WAGE REQUIREMENTS**  
(Nonprofessional Service Agreement)

**The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

**Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

The minimum compensation required is as follows:

---

<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

### **Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation,

street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On 2/17/2015 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Janitorial Services (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)  
1/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1335400	JANI-KING INTERNATIONAL, INC. JANI-KING LEASING, INC. JANI-KING FRANCHISING, INC. JANI-KING, INC. AND ITS SUBSIDIARIES 16885 DALLAS PARKWAY ADDISON TX 75001	INSURER A : Liberty Mutual Fire Insurance Company	23035
		INSURER B : Continental Casualty Company	20443
		INSURER C : Great American Insurance Company	16691
		INSURER D : Employers Insurance Company of Wausau	21458
		INSURER E :	
		INSURER F :	

COVERAGES \* CERTIFICATE NUMBER: 13312375 REVISION NUMBER: XXXXXXXX

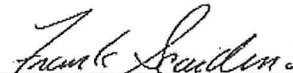
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TB2-695-450953-214	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COM/PIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2-691-438428-014	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	6011338559	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCC-695-456062-894	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BLANKET EMP DISHONESTY	N	N	SAA024-90-47-02	6/1/2014	6/1/2015	\$2,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: JANI-KING OF CALIFORNIA, INC. (SACRAMENTO REGION), 3947 LENNANE DRIVE, SUITE 150, SACRAMENTO, CA 95834. CERTIFICATE HOLDER INCLUDES: THE CITY, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS.

CERTIFICATE HOLDER

CANCELLATION See Attachments

13312375  CITY OF SACRAMENTO 915 STREET, 2ND FLOOR SACRAMENTO CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

## WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

### SCHEDULE

**Name Of Person Or Organization:**

"As required by written contract or agreement entered into prior to loss."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Not applicable in NH or NJ

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

### Schedule

Where required by contract or written agreement prior to loss and allowed by law.

This endorsement is executed by the Employers Insurance Company of Wausau.

Premium \$

Effective Date 6/1/2014      Expiration Date 6/1/2015

For attachment to Policy No.      WCC-695-456062-894

WC 00 03 13  
Ed. 4/1/1984

© 1983 National Council on Compensation Insurance.

Page 1 of 1

Attachment Code : D461939  
Master ID: 1335400, Certificate ID: 13312375

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organizations(s):</b> Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.</p> <p>Premium: \$ INCL</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provision of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date 6/1/2014 Expiration Date 6/1/2015

For attachment to Policy No. TB2-695-450953-214

Audit Basis

Issued To Jani King International  
16885 Dallas Parkway  
Addison, TX 75001-5215

Issued	Sales Office and No.	Endt. Serial No.
Serial No.	Irving/0949	

LN 20 01 06 05

Page 2 of 2

Attachment Code : D462030  
Master ID: 1335400, Certificate ID: 13312375

Policy Number: TB2-695-450953-214  
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

**SCHEDULE**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of file with the company	Per schedule on file with the company	30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

© 2011 Liberty Mutual Group of Companies. All rights reserved.  
Includes copyrighted material of Insurance Services Office, Inc., with  
its permission

Attachment Code : D478643  
Certificate ID : 13312375

## NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than non-payment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### SCHEDULE

Name of Other Person(s) / Organizations(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-695-456062-894      Effective Date      Premium \$

Issued to Jani-King International

WM 90 18 06 11  
Ed. 06/01/2011

© 2011 Liberty Mutual Group of Companies, All Rights Reserved

Page 1 of 1

Attachment Code : D478645  
Certificate ID : 13312375

Policy Number: AS2-691-438428-014  
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

**SCHEDULE**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

© 2011 Liberty Mutual Group of Companies. All rights reserved.  
Includes copyrighted material of Insurance Services Office, Inc., with its permission

Attachment Code : D465070  
Certificate ID : 13312375

Bond No. 0669995

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of Finance

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to

Jani-King of California, Inc.;

as principal, hereinafter called Contractor, a contract for delivery of: **Janitorial Services.**

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:

International Fidelity Insurance Company,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

Three Hundred Thirteen Thousand Forty Seven and no/100 DOLLARS (\$ 313,047.00 ),

for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety, SIGNED AND SEALED on January 19, 2015, and is effective March 16, 2015.



Jani-King of California, Inc.  
(Contractor) (Seal)  
Jerry L. Crawford  
Title President

International Fidelity Insurance Company  
(Surety) (Seal)  
By Karen Carr  
Title Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

ACKNOWLEDGMENT BY PRINCIPAL

STATE OF Texas  
COUNTY OF Dallas

On This 20<sup>th</sup> day of January 20 15, before me personally came Jerry Crawford known to me to be the CEO & President (title) of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in the certificate first above written.

Lisa Spears  
Notary Public

My Commission Expires: 6-27-2018



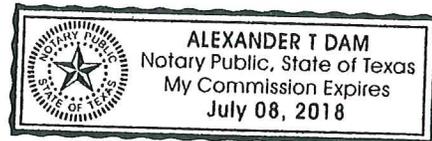
ACKNOWLEDGMENT BY SURETY

STATE OF Texas  
COUNTY OF Dallas

On this 19<sup>th</sup> day of January, 20 15, before me, a Notary Public, within and for said County and State, personally appeared Karen Carr to me personally known who being duly sworn upon oath, did say that she is the Attorney-In-Fact of and for the International Fidelity Insurance Company a corporation created, organized and existing under and by virtue of the laws of the State of New Jersey that the Corporate seal affixed to the foregoing within instrument is the seal of said Company that the seal was affixed and the said instrument was executed by authority of its Board of Directors, and the said Karen Carr did acknowledge that she executed the said instrument as the free act and deed of said Company.

Alexander T. Dam  
Notary Public Alexander T. Dam

My Commission Expires: July 8, 2018



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAMES W. BAUGHMAN, KELLY A. WESTBROOK, KAREN CARR

Dallas, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2015

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of January, 2015

MARIA BRANCO, Assistant Secretary