



CITY OF MENLO PARK

Request for Proposals Bedwell Bayfront Park

GENERAL SERVICES at Various City Facilities

BID PROPOSALS DUE:

**Tuesday, May 31, 2011 at 2:00 PM
City Corporation Yard – Reception Desk
333 Burgess Drive
Menlo Park, CA 94025**

City of Menlo Park

NOTICE INVITING BID PROPOSALS For General Services for Bedwell Bayfront Park

The City of Menlo Park is soliciting bid proposals from licensed and bonded contractors for professional janitorial services to buildings and facilities at the City of Menlo Park, California. The contract consists of general janitorial services, as outlined in the specifications.

All bid proposals must be submitted on the City forms enclosed and must include all required forms and information as outlined in the General Conditions and Instructions to Bidders. Bids must be submitted to the City of Menlo Park, Corporation Yard, 333 Burgess Drive, Menlo Park, CA 94025 **no later than 2:00 PM on Tuesday, May 31, 2011.**



BID PROPOSAL CITY OF MENLO PARK BEDWELL BAYFRONT PARK

The following bid is submitted in good faith by:

Business Name: _____

Name of Principal: _____

Business Address: _____

City, State, Zip: _____

The above-named party does hereby offer to provide and deliver, as required, the general services and all forms and required documents to the City of Menlo Park in strict compliance with the agreement adopted by the City Council, City of Menlo Park for a period of up to four years at the following fees:

<u>Description</u>	<u>Rate/ Month</u>	<u>Annual Cost</u>
2011-12 Plan A	_____	_____
2011-12 Plan B	_____	_____
2012-13 Plan A	_____	_____
2012-13 Plan B	_____	_____
2013-14 Plan A	_____	_____
2013-14 Plan B	_____	_____
2014-15 Plan A	_____	_____
2014-15 Plan B	_____	_____
TOTAL 4 YEARS Plan A	_____	_____
TOTAL 4 YEARS Plan B	_____	_____

Signature of Contractor's Authorized Representative: _____

Date: _____

Printed name of Contractor's Authorized Representative: _____

Phone: _____

**City of Menlo Park
Public Works – Maintenance Division**

General Conditions and Instructions to Bidders for Bedwell Bayfront Park

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

1. Requests for Information

Any questions relative to the bidding process should be addressed to Dave Mooney, Parks Maintenance Supervisor at (650) 330-6780.

2. Bid Proposal Forms

Bid proposals must be submitted on the provided Bid Proposal forms prepared by the City and included in this packet. All items on all forms must be completed. Numbers should be stated in figures and signatures of individuals must be in legible longhand. The completed form must be without interlineations, alterations, or erasures.

3. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall become a part of the specifications. Check the City website for updates at <http://www.menlopark.org/departments/pwk/bidlist.html>.

4. Award of Contract

The City shall award the contract to the lowest responsible bidder for the total of first 4-year contract, who shall have favorable references for the performance of similar work of a similar scope in the last 5-years. The City reserves the right to reject any and all bid proposals, to modify the scope of the project to meet budget constraints, and to waive any informality or no substantive irregularity as the interest of the City may require.

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

5. Contract

The contract shall be for four one year terms. At the end of the 4-year term, the City of Menlo Park, at its sole discretion, may elect to extend the service contract for an additional four (4)-One Year terms, pending satisfactory performance under the original contract. At the option of the City, this contract may be renewed annually under the same contractual terms and conditions and at the same price or price basis. On each anniversary date, the City may consider Contractor requested price increases.

The increases may not exceed the previous 12-month change in the San Francisco-Oakland-San Jose Consumer Price Index (all items, not seasonally adjusted, for all urban consumers). In all cases, the City may cancel the contract if a requested price increase is not acceptable.

The City shall have the right to terminate this contract at any time upon giving ninety days written notice to Contractor. If the City terminates the contract, Contractor may be entitled to receive just and equitable compensation for any satisfactory work according to the contract terms.

Termination of the contract pursuant to this paragraph may not relieve the Contractor of any liability to City for damages sustained by City because of any breach of contract by Contractor, and City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due City from Contractor is determined.

6. Evidence of Responsibility

All bidders must be licensed and have a minimum of 5-years experience performing ranger/general services similar to that requested in the proposal. Contractor shall submit as part of their bid the requirements as outlined Attachment B.

All bidders shall submit with their bid a list of recent references who can be contacted to provide evidence of the bidder's experience and responsibility exhibited on projects of similar size, scope and difficulty, evidence of the bidder's organization available for the performance of the contract, and any other required evidence of the bidder's qualification to perform the proposed contract. The City may consider such evidence before making its final decision on award of the contract. Failure to submit such evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

7. City's Requirements for the Successful Bidder

The successful bidder shall be required to provide the following documents to the City's Facilities Supervisor ***within ten (10) days of initiation of the contract award***:

1. Certificate of Insurance documenting proof of the following coverage throughout the term of the contract:

- Workers' Compensation Insurance;
 - Public liability and property damage insurance with limits of not less than \$1,000,000 per occurrence;
 - The City of Menlo Park must be named as additional insured's;
 - The insurance may not be cancelled or reduced without providing thirty (30) days written notice to the City of Menlo Park.
2. Proof of obtaining a City of Menlo Park Business License.

BEDWELL BAYFRONT PARK

Exhibit A



©2010 Google

©2011 Google

Imagery Dates: Jun 30, 2007 - Oct 1, 2009

37°29'30.23" N 122°10'20.95" W elev 46 ft

Eye alt 5338 ft

EXHIBIT B “TECHNICAL SPECIFICATIONS”

The following specifications are provided to allow prospective bidders the opportunity to submit their proposals for services which the bidder feels best meet or exceed the City’s requirements.

General

The Contractor shall furnish all labor, material, equipment and other services necessary for the complete services at Bedwell Bayfront Park specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.

The Contractor is to supply all cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies that may be necessary for contractor to perform to the contract specifications. The City’s Parks Supervisor shall approve all cleaning products and solutions in advance of their use. The City promotes green cleaning practices and products; therefore use of as many green products as possible is required. The green products shall be approved by the Parks Supervisor.

City shall provide consumable supplies including toilet tissue, paper towels, hand soap, toilet seat covers, waste receptacle liners, urinal strainers, room deodorizers, and batteries for deodorizers

The Contractor shall be responsible for refilling or restocking dispensers. The Contractor shall ensure proper distribution and monitoring of City provided supplies to prevent waste, theft, or other abuse. This includes, but is not limited to, restocking toilet tissue or paper towels.

When supplies run low, the Contractor shall note on an inventory list what items need to be re-ordered and place the request in the Parks Supervisor’s inbox at the Corporation Yard.

Contractor Crews’ Duties

These duties are to be performed by contractors crews assigned to clean the park during regular-business hours.

A. General Tasks

1. ***Trash and Recycling Receptacles.*** All waste receptacles, recycling containers, and other trash containers within the Park shall be emptied at a minimum each night or if $\frac{3}{4}$ full and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle shall also be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be

- replaced as needed, when dirty, wet or torn. Replace wastebasket liners; liners to be no more than 2 inches hanging out in public view.
2. **Trash and Recycling Storage Areas.** All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.
 3. **Drinking Fountains.** Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.
 4. Janitorial supply rooms are to be kept clean and orderly at all times. Tools and supplies are to be properly labeled and stored.
 5. All doors and windows are to be checked, closed, and locked securely.
 6. Report graffiti on work order forms and place in the Parks Supervisor mailbox at the Corporation Yard.
 7. Mop buckets shall be emptied and cleaned daily.
 8. Chemical bottles shall be labeled.

B. Restroom Cleaning – Daily (If plan B in the proposal is chosen they shall be thoroughly cleaned twice daily)

1. **Clean and Disinfect Toilets and Urinals.** Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright, shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the City Parks Supervisor or designee. Restroom shall be thoroughly cleaned at least once daily..
2. **Paper Products Dispensers.** At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace

consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the Parks Supervisor or designee. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. City shall provide all paper products.

3. **Soap Dispensers.** At minimum, soap dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
4. **Trash Receptacles.** All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
5. **Counter Tops and Sinks.** Completely clean and disinfect all exposed surfaces of the sink. A nonabrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to the Parks Supervisor. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
6. **Diaper Changing Stations and Other Surfaces.** Remove all surface litter such as paper towels, etc. using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.
7. **Walls, Partitions, and Doors.** Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any non-permanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
9. **Floors.** Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose

dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.

10. **Mirrors.** Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

D. Restroom Cleaning – Weekly.

1. **Floor Drains.** Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.

The following are the designated City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The third Monday in February (Washington's Birthday)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans' Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

When a designated holiday falls on a Sunday, the following Monday shall be a designated holiday. When Christmas Day or New Year's Day falls on a Sunday or Monday the preceding Friday shall be a holiday.

AGREEMENT FOR GENERAL SERVICES
Bedwell Bayfront Park

THIS AGREEMENT is made by the CITY OF MENLO PARK, a municipal corporation, whose address is 701 Laurel Street, Menlo Park, California 94025, hereinafter referred to as "CITY" and _____ hereinafter referred to as "CONTRACTOR".

RECITALS

- A. The Council of CITY desires to contract for certain general maintenance and janitorial services for the recreation facility that is commonly referred to as "Bedwell Bayfront Park."
- B. CONTRACTOR is a qualified maintenance/janitorial business and is experienced in all matters connected therewith, and CONTRACTOR has offered its services for the purposes specified in the Agreement.
- C. In the judgment of the City Council of CITY, it is necessary and advisable to employ the services of CONTRACTOR to provide certain general maintenance and janitorial services for the Bedwell Bayfront Park area.

NOW THEREFORE, in consideration of the recitals and the mutual promises contained herein, the parties hereto agree as follow:

- 1. Employment of CONTRACTOR: CITY agrees to employ CONTRACTOR, and CONTRACTOR agrees to provide services for CITY in accordance with the provisions hereinafter contained in this Agreement.
- 2. Duties of CONTRACTOR: Shall provide those general maintenance and janitorial services specified herein for CITY's Bedwell Bayfront Park (hereinafter "Park"). Exhibit "A" attached hereto for and incorporated herein shows the specified geographic area of CONTRACTOR's responsibility as covered by the Agreement.

3. Services Provided by CONTRACTOR: The services and equipment to be provided by shall include all of the following:

a. Personnel Services:

1) Service Levels – CONTRACTOR shall provide personnel who are fluent in the English language for the following services:

a) Person-hours of Service: During the term of this Agreement, CONTRACTOR shall provide basic levels of service according to the following schedule:

Plan A

- I. September 28 – October 18
Open 7:00 AM – 8:00 AM
Close 4:30 PM – 7:30 PM
- II. October 19 – October 31
Open 7:00 AM – 8:00 AM
Close 4:00 PM – 7:00 PM
- III. November 1 – November 15
Open 7:00 AM – 8:00 AM
Close 3:00 PM – 6:00 PM
- IV. November 16 – January 2
Open 7:00 AM – 8:00 AM
Close 2:30 PM – 5:30 PM
- V. January 3 – January 30
Open 7:00 AM – 8:00 AM
Close 3:00 PM – 6:00 PM
- VI. January 31 – February 27
Open 7:00 AM – 8:00 AM
Close 3:30 PM – 6:30 PM
- VII. February 28 – March 7
Open 7:00 AM – 8:00 AM
Close 4:00 PM – 7:00 PM

- VIII. **March 8 – March 27**
Open 7:00 AM – 8:00 AM
Close 5:00 PM – 8:00 PM

- IX. **March 28 – April 30**
Open 7:00 AM – 8:00 AM
Close 5:30 PM – 8:30 PM

- X. **May 1 – August 16**
Open 7:00 AM – 8:00 AM
Close 6:00 PM – 9:00 PM

- XI. **August 17 – September 7**
Open 7:00 AM – 8:00 AM
Close 5:30 PM – 8:30 PM

- XII. **September 8 – September 27**
Open 7:00 AM – 8:00 AM
Close 5:00 PM – 8:00 PM

Plan A requires that CONTRACTOR use the opening shift to open the front gate to PARK, unlock men’s and women’s restroom facilities, and patrol the PARK consistent with the tasks contained in Paragraph 2, “Tasks Performed” of this agreement. If problems or vandalism is observed during this time it shall be reported promptly to the CITY per Paragraph 2 of this agreement.

CONTRACTOR will use closing period for patrolling, litter collection and public contact consistent with the task descriptions contained in Paragraph 2 “Tasks Performed” of this agreement. Once verified that all park users have exited the PARK the CONTRACTOR will close and lock the front gate. The CONTRACTOR will then perform building maintenance consistent with Exhibit B “Technical Specifications” of this agreement. Lastly the CONTRACTOR will lock the men’s and women’s restroom facilities and secure the front gate of PARK for the evening.

Plan B

- I. **September 28 – October 18**
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 5:30 PM – 7:30 PM

- II. **October 19 – October 31**
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 4:00 PM – 7:00 PM

- III. November 1 – November 15
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 4:00 PM – 6:00 PM
- IV. November 16 – January 2
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00PM
Close 3:30 PM – 5:30 PM
- W. January 3 – January 30
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 4:00 PM – 6:00 PM
- VI. January 31 – February 27
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 4:30 PM – 6:30 PM
- VII. February 28 – March 7
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 5:00 PM – 7:00 PM
- VIII. March 8 – March 27
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 6:00 PM – 8:00 PM
- XIII. March 28 – April 30
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 6:30 PM – 8:30 PM
- XIV. May 1 – August 16
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 7:00 PM – 9:00 PM
- XV. August 17 – September 7
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 6:30 PM – 8:30 PM
- XVI. September 8 – September 27
Open 7:00 AM – 8:00 AM
11:00 AM- 1:00 PM
Close 6:00 PM – 8:00 PM

Plan B requires that CONTRACTOR use the opening shift to open the front gate to PARK, unlock men's and women's restroom facilities, and patrol the PARK consistent with the tasks contained in Paragraph 2, "Tasks Performed" of this agreement. If problems or vandalism is observed during this time it shall be reported promptly to the CITY per Paragraph 2 of this agreement.

During the midday shift The CONTRACTOR will be required to inspect the men's and women's facilities to insure their cleanliness as specified in Paragraph 2 "Tasks Performed". The remainder of the shift will be used for patrolling, public contact and litter collection as outlined in Paragraph 2 of this agreement.

CONTRACTOR will use closing period for patrolling, litter collection and public contact consistent with the task descriptions contained in Paragraph 2 "Tasks Performed" of this agreement. Once verified that all park users have exited the PARK the CONTRACTOR will close and lock the front gate. The CONTRACTOR will then perform building maintenance consistent with Exhibit B "Technical Specifications" of this agreement. Lastly the CONTRACTOR will lock the men's and women's restroom facilities and secure the front gate of PARK for the evening.

- 2) Tasks Performed – During the person-hours of service being provided as specified in Paragraph 3, a) 1, a) herein, the specific tasks performed by CONTRACTOR shall include the following:
- a) Patrol: CONTRACTOR shall provide daily patrol surveillance of Park utilizing both vehicle and pedestrian methods. Coverage of specific areas within Park shall be adjusted as use and problems dictate. CONTRACTOR shall keep daily logs documenting this activity.
 - b) Public Contact: CONTRACTOR shall maintain a current knowledge of Park's features, activities, ordinances and rules. CONTRACTOR shall provide information assistance to Park visitors on demand and shall distribute any Park-related information CITY may wish to provide. CONTRACTOR's staff shall relate to the public in a courteous and professional manner at all times.

- c) Building Maintenance (Minor): CONTRACTOR shall perform all routine housekeeping and janitorial duties related to any CITY-controlled public restrooms within Park. Such facilities shall be kept stocked with supplies by CONTRACTOR and maintained in a neat and clean manner.
- d) Litter Collection: CONTRACTOR shall collect, on a daily basis, all trash deposited in trash cans and shall provide for regular, general litter pick-up within Park. All collected litter and trash shall be deposited by CONTRACTOR at a mutually-convenient location within the city as specified by CITY.
- d) Reporting of Maintenance Problems and Vandalism: CONTRACTOR shall promptly report to CITY any needed maintenance repairs or vandalism encountered while the CONTRACTOR's performing its tasks under this Agreement.

b. Equipment and Materials:

- 1) Equipment – CONTRACTOR shall provide, maintain and operate the following:
 - a) Vehicle: CONTRACTOR shall provide one (1) service vehicle for use by CONTRACTOR personnel. Vehicle shall be marked in a manner consistent with CITY policies.
 - b) Uniforms and Personal Equipment: CONTRACTOR shall provide all uniforms and personal equipment required by its staff. Such uniforms shall be in accordance with CITY standards. CONTRACTOR's staff shall present a neat and clean appearance.
 - c) Tools: CONTRACTOR shall provide a basic complement of non-specialized non-powered hand tools for use by its staff in the

performance of their duties. Such tools shall be limited to items such as hammers, screwdrivers, wrenches, shovels, rakes and similar equipment.

4. Sufficiency of Work: CONTRACTOR agrees that all work provided shall be adequate and sufficient to meet the purposes specified by CITY's Project Director and shall be done to those standards as set forth by the CITY in Exhibit B "Technical Specifications".

5. Services – CITY shall provide the following services:
 - 1) Garbage: CITY shall provide for garbage collection at a specified location within the city where CONTRACTOR may deposit trash and litter collected in the Park.

 - 2) Utilities: CITY shall pay all telephone, electrical, water, heating and other utility costs related to the ongoing operation of the Park.

6. Priorities: Within the limits of the person-hours of service provided and within the general scope of the tasks to be performed, CITY shall reserve the sole and exclusive right to adjust CONTRACTOR's routine work performance priorities and staff allocations.

7. Standards: All tasks performed by CONTRACTOR under this Agreement conform to normal CITY standards as contained in "Exhibit B Technical Specifications".

8. Payment of Services:
 - a) CONTRACTOR shall present invoice to CITY within five (5) working days after the end of each month.

 - b) CITY shall pay all invoices within thirty (30) days after receipt of invoice. If CITY fails to pay for all services within this specified time period, CITY shall pay to

CONTRACTOR interest at the rate of one percent (1%) per month on the outstanding balance of said invoice from the date it becomes due until paid.

9. Payment Adjustments:

- a) Should CONTRACTOR fail to provide the specific person-hours required hereinabove on any specified day, those person-hours not provided may either be rescheduled at CITY's discretion or deducted from the appropriate service period invoice at a rate of \$_____ per person-hours.
- b) Should CITY request, either verbally or in writing, additional temporary person-hours of service that exceed the standards specified hereinabove, CONTRACTOR agrees to provide these additional hours at a rate of \$_____ per person-hour above the normal payment specified for the particular service period affected.
- c) Should CITY wish to permanently add additional person-hours of service to the base established hereinabove, CONTRACTOR and CTY agree to consider amending this Agreement as specified in Paragraph 26 below.
- d) The rates of payment specified in Paragraph 8(a) and 9(a) and (b) herein shall be adjusted annually each May 1st. These rate adjustments shall be based on, and identical to, the most recent Bay Area Consumer Price Index information.

10. CITY Project Director: The Parks Supervisor of CITY shall be the CITY Project Director and shall represent CITY and render overall supervision of the progress and execution of this Agreement. All services to be performed hereunder CONTRACTOR shall be subject to approval and acceptable by the CITY Project Director.

11. CONTRACT Project Director: The President of _____, or his/her designee shall be CONTRACTOR Project Director and shall represent CONTRACTOR and provide overall supervision of the progress and execution of CONTRACTOR'S obligations as specified under this

Agreement and shall work with the CITY Project Director to ensure the successful implementation of this Agreement. CONTRACTOR Project Director shall provide CITY with regular monthly summaries of Park activities and attend routine management meetings as required.

12. Completion of Services: CONTRACTOR shall be responsible at its own expense for the selection and employment of such staff as will enable CONTRACTOR to perform its services diligently and skillfully in order to complete the tasks under this Agreement without delay.
13. Term of Agreement and Renewal: The term of this Agreement shall begin on July 1, 2011, and terminate on June 30, 2015. Thereafter, this Agreement may continue to be renewed by a written instrument signed by both CITY and CONTRACTOR -- for additional terms of four (4) years -- beginning on July 1st of each year and ending at midnight of June 30th of the year specified.
14. Termination of Agreement and Payment of Fees Therefore:
 - a) This Agreement may be terminated by either party upon 90 days prior written notice to the other party.
 - b) Termination of work under this Agreement at any time prior to the full completion shall result in full and prompt payment by CITY to CONTRACTOR for all work completed as of 90 days after the date of the Notice of Termination.
15. Non-assignability: CONTRACTOR shall not assign or transfer this Agreement or any interest or obligation therein without the prior written consent of CITY, and then only upon such terms and conditions as CITY may set forth in writing.
16. Waiver: In the event that either CITY or CONTRACTOR shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement.
17. Insurance:

- a) CONTRACTOR shall obtain and keep in force and effect during the term of this Agreement comprehensive general liability and property damage insurance with a combined single limit in the minimum amount of one million dollars (\$1,000,000), which policy shall name CITY, its officers, employees and agents as additional insured. Said policy shall also contain a provision indicating that said policy shall not be canceled except upon 30 days written notice to the CITY Project Director.
 - b) Certificates of insurance as required by subparagraph "a" hereinabove shall also be filed with City when CONTRACTOR executes this Agreement.
18. Funds Reimbursement: CONTRACTOR agrees to reimburse CITY for any loss or damage, beyond normal wear and tear, to CITY-provided equipment which occurs due to any negligent acts, errors or omissions by CONTRACTOR, while said equipment is under CONTRACTOR's control.
19. Indemnity:
- a) CONTRACTOR agrees to indemnify, defend and hold harmless CITY and its officers, agents and employees from any and all liabilities, claims, suits, losses and expenses, including attorney's fees and court costs, in any manner caused by, arising out or in connection with, either directly or indirectly, the acts, omissions or errors of CONTRACTOR or its agents, officers or employees in the performance of the services described in the Agreement.
 - b) CITY agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, agents and employees from any and all liabilities, claims, suits, losses and expenses, including attorney's fees and court costs in any manner caused by, arising out of or in connection with, either directly or indirectly, the acts, omissions or errors of CITY or its agents, officers or employees in the performance of CITY-provided services within Bedwell/Bayfront Park.
 - c) CITY agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, agents and employees from any and all liabilities, claims, suits, losses

- 23. Independent Contractor: It is agreed that CONTRACTOR is an independent contractor, and all persons working for or under the direction of CONTRACTOR are its agents, officers and employees and not agents, officers or employees of CITY.
- 24. Costs and Attorney's Fees: The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.
- 25. Agreement Contains All Understandings: This document represents the entire Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This document may be amended only by a written instrument signed by both CITY and CONTRACTOR. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of Menlo Park and by

_____.

This Agreement is dated _____, 2011.

CITY OF MENLO PARK
A Municipal Corporation

By: _____
Glen Rojas, City Manager

Date

CONTRACTOR: _____

By: _____
_____, President

Date