



## ADDENDUM NO. 1

### JANITORIAL SERVICES FOR CITY FACILITIES Project No. PWD 24-405

This Addendum is hereby made a part of the project contract documents. It shall be the responsibility of the contractor to inform any affected sub-bidder of the content of this Addendum.

The Contract documents are modified/clarified as follows:

**1) Under Scope of Services – Exhibit A Section 3 “Hours of Services/Frequency – Police Department”:**

In this section it is discussed that all janitorial staff assigned to the Police Department will have to undergo a thorough background check. The question was brought up during the Bidder’s Conference as to who will be paying for the Background Check that is being required by the City.

- a) Item #1: Once a contractor has been awarded the Agreement, City staff will coordinate with the selected Contractor to meet at the Pleasanton Police Department for fingerprinting and the cost of the City. This is only required for janitorial staff that will be working in the Police Department Facilities.

**2) Attachment I – Bid Response Package – Bid Form/Rate Sheet:**

During the Bidder’s Conference it was brought to our Attention that there was some confusion in relation to the Bid Form/Rate Sheet for the Position Description. Based on the discussion it was determined that Janitorial Day Porter was not required, and new “Job Descriptions” were to be added to our Bid Form/Rate Sheet in relation to Hourly Labor Rates for Additional Requests (see revised Bid/Form Rate Sheet).

- a) Item #2: The revised version will remove the Position of “Janitorial Day Porter” and we will add a table for cost of equipment that is needed (see new revised included in this addendum. Also, if Contractor feels it necessary, they may submit their own customized hourly rate sheet for staff, specific job descriptions, and equipment needed to carry out identified duties.

**3) Displaced Janitor Opportunity Act: CA Labor Code § 1060 - 1065:**

During the Bidder’s Conference the discussion was brought up as to the regulation if the current janitorial contractor is Not awarded the new agreement. See below the relevant sections of the California Labor Code.

- a) Item #3: 1060. The following definitions shall apply throughout this chapter:

“Awarding authority” means any person that awards or otherwise enters into contracts

for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

"Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

"Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

"Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

"Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

"Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

"Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061(a)(1). If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2). If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

- (3). The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.
- (b)(1). A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.
- (2). The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.
- (3). If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.
- (c). The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.
- (d). During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.
- (e). During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an

employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f). At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062(a). An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b). The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c). If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d). In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063(a). This chapter only applies to contracts entered into on or after January 1, 2002.

(b). Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property

owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c). Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

***For further information please refer to 2023 California Labor Code – Chapter 4.5 – Displaced Janitor Opportunity Act Section 1060-1065.***

**BID FORM/RATE SHEET - REVISED**  
*(Required)*

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

The cost quoted below shall include the composite price for labor, all cleaning materials and supplies, janitorial cleaning equipment, travel costs to and from each location, as well as all overhead costs. The costs provided below are the costs the City will pay for the term of any contract that is the result of this bid. **Prevailing Wages are Not required for these services.**

**Routine Scheduled Facilities (Complete Table with Daily Cost & Weekly Cost for all Three Years)**

Facility	Frequency (may vary)	Daily Cost Yr1	Weekly Cost Yr1	Daily Cost Yr2	Weekly Cost Yr2	Daily Cost Yr3	Weekly Cost Yr3
Civic Center – Central Services	5						
Civic Center – Annex	5						
Civic Center – Annex I.T. Modular	5						
Civic Center – Main Building	5						
Civic Center – H.R. Modular	5						
Alviso Adobe – Milking Barn	7/5						
Amador Recreation Center	5/3						
Cultural Arts Building	7						
Dolores Bengtson Aquatic Center	7						
Fire Station #1 – Admin Offices	5						
Firehouse Arts Center – All	5						
Firehouse Arts Center – Gallery	1						
Gingerbread Preschool	5						
Joint Police Service Center	7						
Museum on Main	2						
Nature House	5						
Pleasanton Library	7						
Pleasanton Police Department – All	5						
Pleasanton Police Department – Weekend	2						
Pleasanton Senior Center – All	5						
Operations Services Center – Admin All	5						
Operations Services Center – Admin Weekends (Remillard & Locker Rooms)	2						
Operations Services Center – Water	5						
Operations Services Center – Sewer/Environmental Services	5						
Operations Services Center – Streets/Signs	5						
Operations Services Center - Parks	5						

Operations Services Center – Support Services	5						
Operations Services Center – Fire Training Tower	5						
Sports Park Tower – 2nd Floor	5						
Veterans Memorial Hall – Programs	4						
<b>Weekly Totals (use higher number)</b>		XX		XX		XX	

**For Special Events/Rentals/Shows - (Complete table with One-Time Cost for all three years)**

Facility	One-Time Cost Yr1	One-Time Cost Yr2	One-Time Cost Yr3	NOTES
Amador Recreation Center - Rentals				Main Hall, Kitchen, Restrooms, & Outdoor Patio
Firehouse Arts Center – Shows/Special Events				Lobby, Public Restrooms, & Theater
Pleasanton Senior Center – Special Events/Rentals				Main Hall, Lobby, Public Restrooms, Kitchen & Outdoor Patio
Veterans Memorial Hall – Special Event/Rentals				Main Hall, Lobby, Side Foyer, Public Restrooms, & Kitchen

**Park Restrooms – (Complete table with Daily Cost & Weekly Cost for all three years, frequency for all restrooms are seven days a week)**

Facility	Daily Cost Yr1	Weekly Cost Yr1	Daily Cost Yr2	Weekly Cost Yr2	Daily Cost Yr3	Weekly Cost Yr3
Amador Park						
Augustine Bernal Park						
Bernal Community Park Phase I (Baseball Fields)						
Bernal Community Park Phase II (Synthetic Fields)						
Creekside Park						
Delucchi Park						
Muirwood Park						
Sports Park (Softball Complex)						
Sports Park 2						
Sports Park 3						
Sports Park 4						
Sports Park 5						
Stoneridge Creek Park						
The Preserve Staging Area						
Val Vista Park 1						
Val Vista Park 2						

Valley Trails						
<b>WEEKLY TOTALS</b>	XX		XX		XX	

**Revised - Labor Rates (Hourly) For Additional Requests (Complete table for all three years)**

Job Description	Regular Time Year 1	Overtime Year 1	Regular Time Year 2	Overtime Year 2	Regular Time Year 3	Overtime Year 3
Laborer – One Hour Response, Emergency	\$	\$	\$	\$	\$	\$
Carpet Extraction	\$	\$	\$	\$	\$	\$
Floor Detailing	\$	\$	\$	\$	\$	\$
Window Detailing	\$	\$	\$	\$	\$	\$
Other:	\$	\$	\$	\$	\$	\$

Rentals/Sub-Contractors	Example	% Mark-Up
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%
*Sub-Contractors	Invoicing must be demonstrated as a percentage. Example: Sub-Contractor Invoice for services \$10,000 + 10% (\$1,000) = \$11,000	%

**\*Special Notes: All receipts/invoices/price verification must be provided with these mark ups. Mark Ups will remain the same for the term of the Agreement. Rentals of Equipment must be pre-approved by City Project Manager.**

ACKNOWLEDGED:  
 Company \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Representative Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

-----  
 All other items of work in the contract document remain unchanged. Acknowledgement and a signed copy of this Addendum shall be included in the Bid Proposal.

Daniel Villasenor  
 Daniel Villasenor, Management Analyst

David R Luera  
 David R Luera, Project Manager  
 Operations & Maintenance Manager