

Contract for "Transit Facility Cleaning "

1. Introduction. This Contract for "Transit Facility Cleaning" ("**Contract**") is made and entered into on _____, 2026 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, a California non-profit corporation ("**Contractor**") and the City of Lodi, a California municipal corporation ("**Customer**").
2. Background. The services for "Transit Facility Cleaning" outlined in this Contract will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this Contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.
3. Term: The term of this Contract will be for one (1) year, beginning July 1, 2026. The Contract will be automatically renewed for succeeding terms of one (1) year each, unless at least thirty (30) calendar days before expiration of any term, either party gives written notice to the other of its intention not to renew this Contract.
4. Early Termination. This Contract may be terminated by either party at any time, at will, with or without cause, for any or no reason, by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective.
5. Description of the Cleaning Service. In exchange for the consideration set forth in this Contract and the cost schedule attached as Exhibit C and incorporated by this reference, Contractor agrees to perform the cleaning services ("Services") on a rotating basis to various transit facilities owned by Customer according to the calendar schedule attached as Exhibit D during the hours of 12:30 p.m. – 3:45 p.m., Monday – Friday (except holidays).
6. Scope of Work for City of Lodi Bus Stop Locations, Lodi Transit Station, and Downtown Parking Structure Maintenance. The Scope of Work is attached as Exhibit A and incorporated by this reference.
7. Contractors' Duties.
 - a. Contractor will provide staff to make two (2) crews of up to four (4) crewmembers, to perform cleaning services to facilities owned by Customer, including, without limitation, the Lodi Train Station, the Lodi Station Parking Structure, and the Grapeline bus shelters, as outlined in this Contract and the Scope of Work (Exhibit A). Contractor will assign one (1) supervisor/job coach to each crew to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
 - b. Contractor will train, supervise, schedule and oversee all crewmembers at no cost to the Customer. Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all workers' compensation and wages paid to each crewmember and staff assigned to the work site.

- c. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., workers' compensation, unemployment insurance, state and federal taxes as well as any reimbursement costs), associated with the Services rendered pursuant to this Contract.
 - d. On a monthly basis Contractor will submit to Customer in writing tracking documents and an invoice for all Services performed for that invoice period.
 - e. Contractor will use reasonable care in the use of all equipment and supplies provided by Customer pursuant to the terms of this Contract. If Contractor damages any property due to negligence, or causes harm to persons through negligence, Contractor will be solely responsible for all liabilities resulting therefrom, including but not limited to repairing or replacing Customer's damaged or destroyed property.
 - f. Contractor will comply with any and all applicable health and safety regulations, including but not limited to those established by OSHA, the State of California, and Customer, while performing the Services outlined in this Contract.
 - g. Contractor shall obtain and maintain during the term of this Contract insurance coverage as set forth in Exhibit E attached hereto and incorporated by this reference.
 - h. Contractor to the fullest extent permitted by law, shall indemnify and hold harmless Customer, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the Services to be performed under this Contract, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of Contractor, any subcontractor employed directly by Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except to the extent those injuries or damages arise out of the negligence or willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. Customer may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Customer chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Contractor shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Contract are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.
8. Customer's Duties:
- a. Customer will pay Contractor by the fifteenth (15th) working day of each month, after submission of an invoice for Services at a rate of \$120.50 for each hour performed for the Services described in the Contract, pursuant to the Transit Facility Cleaning Cost Projection attached as Exhibit C, for a total not-to-exceed amount of \$97,123.00.
 - b. Customer will provide all Contractor crewmembers with supplies and equipment sufficient to perform the Services outlined in this Contract.
 - c. Customer will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the Contract on an as needed basis.
 - d. To the greatest extent permitted by law, Customer will maintain the confidentiality of all personal and medical records and transactions specific to the Contractor's employees.
 - e. Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any

persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's workers' compensation injuries incurred by the Contractor's crewmembers.

9. Miscellaneous Provisions.

- a. All notices, consents, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective: (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or email, or (4) three (3) calendar days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

City of Lodi
Attn: Alice Bernardino
P.O. Box 3006
Lodi, CA 95241

United Cerebral Palsy
Attn: Lynn Hogue
333 W. Benjamin Holt Dr
Stockton, CA 95207

- b. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California or the City of Lodi.
- c. This Contract may be supplemented, amended, or modified only by a writing signed by both parties.
- d. Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- e. This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Contract and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.
- f. If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

UNITED CEREBRAL PALSY ASSOCIATION OF
SAN JOAQUIN, CALAVERAS, AMADOR COUNTIES,
a California non-profit corporation

By: _____

Name: LYNN HOGUE

Title: CEO

Date

CITY OF LODI, a municipal corporation


AARON M. BUSCH
Interim City Manager

Date

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
Interim City Attorney 

**TRANSIT FACILITY CLEANING
SCOPE OF WORK**

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall provide cleaning services at the following locations:

1. City of Lodi Bus Stop Locations
2. Lodi Transit Station
3. Downtown Parking Structure

Please note that the following locations are not considered Transit Facilities: Lodi City Hall, Downtown Lodi, Hutchins Street Square, and the bench and canopy shelter located at Smart & Final on Lodi Ave.

The CONTRACTOR is responsible for cleaning work sites by removing accumulated litter, waste materials, and debris. This includes, but is not limited to, paper products, glass, cans, cigarette butts, litter, weeds, leaves, non-CITY signage, stickers, gum, and other natural or general debris.

The CONTRACTOR shall empty trash receptacles and replace plastic bags/liners at all Transit locations. Recycling of collected materials is encouraged. The CONTRACTOR is also responsible for closing and locking trash containers after each service and trash collection, utilizing existing trash container locks and keys.

The CONTRACTOR shall wash down small beverage spills at Transit locations using a small amount of water. This excludes large oil spills, severely soiled spills, or bodily fluids.

The CONTRACTOR must notify the CITY if any Transit site requires additional maintenance or attention, including, but not limited to, vandalism, graffiti, missing trash can inserts, illegal camping, damaged fixtures (e.g., advertisement panels, lights, benches), structure damage, or excessively dirty stops. While the CONTRACTOR is not responsible for pressure washing services or graffiti removal, they should inform the CITY as needed.

The CONTRACTOR shall visit each transit site weekly and/or as requested by the CITY. Job duties will be performed Monday through Friday only, excluding holidays. The cleaning schedule will be approved by the CITY. The CONTRACTOR is not required to be on-call, and any CITY requests to clean specific sites will be accommodated at the CONTRACTOR's convenience.

The CITY will provide cleaning equipment and supplies for maintaining the Transit sites.

BUS STOP RESPONSIBILITIES

The CONTRACTOR shall provide cleaning services at bus stop locations within CITY limits according to the standards described in the "CONTRACTOR RESPONSIBILITIES." This includes bus stops equipped with shelters, benches, concrete pads, trash receptacles, recycling receptacles, and/or pole-mounted signs.

The CITY anticipates potential future additions, removals, modifications, or relocations of bus stop locations. The CONTRACTOR will collaborate with the CITY to adjust the cleaning schedule as needed.

The CONTRACTOR shall clean the interior of bus shelters, around bus stop benches, and the immediate adjacent areas of each bus stop. Examples of bus shelter and bus bench areas to be cleaned are shown in Exhibit "B" attached hereto.

The CONTRACTOR shall visit each bus stop weekly or as requested by the CITY. They will work with the CITY to determine which stops may require additional cleaning frequency. Specific stops requiring more frequent attention are detailed in Exhibit "B."

Bus stop locations are shown in Exhibit "B" attached hereto.

LODI PARKING STRUCTURE RESPONSIBILITIES

The CONTRACTOR shall provide cleaning services at the Downtown Lodi Parking Structure, located at 2 N. Sacramento Street, across from the Lodi Transit Station, according to the standards described in the "CONTRACTOR RESPONSIBILITIES." This includes all three levels of the parking structure interior, including parking stalls, elevators, staircases, and CITY sidewalks immediately surrounding the structure. The CONTRACTOR is not responsible for interior cleaning of Parking Structure offices or for cleaning any areas east of the structure, adjacent to the rail tracks.

The CONTRACTOR is required to visit the Lodi Parking Structure three times per week, or as requested by the CITY.

Parking Structure locations are shown in Exhibit "B" attached hereto.

LODI TRANSIT STATION RESPONSIBILITIES

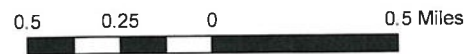
The CONTRACTOR shall provide cleaning services at the Lodi Transit Station, located at 24 S Sacramento Street, according to the standards described in the "CONTRACTOR RESPONSIBILITIES." The CONTRACTOR is responsible for cleaning the exterior of the Transit Station, including the front of the station, the rail platform adjacent to the station buildings, the passenger island, and the surface parking lot. The CONTRACTOR is not responsible for interior cleaning of the Lodi Transit Station.

The CONTRACTOR is required to visit the Lodi Transit Station one time per week, or as requested by the CITY.

Transit Station locations are shown in Exhibit "B" attached hereto.



Exhibit B - Transit Cleaning Scope of Work (Bus Stops)



Legend

Bus Stops

- Shelter
- Bench
- Additional Cleaning

T.F. 26-27

TRANSIT FACILITY 2026-2027				3.5 HOURS	
MONTH	YEAR	INVOICE #	Days of work	UNITS	AMOUNT
JULY	2026	TF0245	22	71.5	\$8,615.75
AUGUST	2026	TF0246	20	65	\$7,832.50
SEPTEMBER	2026	TF0247	20	65	\$7,832.50
OCTOBER	2026	TF0248	21	68.25	\$8,224.13
NOVEMBER	2026	TF0249	19	61.75	\$7,440.88
DECEMBER	2026	TF0250	20	65	\$7,832.50
JANUARY	2027	TF0251	20	65	\$7,832.50
FEBRUARY	2027	TF0252	19	61.75	\$7,440.88
MARCH	2027	TF0253	23	74.75	\$9,007.38
APRIL	2027	TF0254	22	71.5	\$8,615.75
MAY	2027	TF0255	20	65	\$7,832.50
JUNE	2027	TF0256	22	71.5	\$8,615.75
Rate: 120.5			YEARLY TOTAL		\$97,123.00

2026

Transit Facility Lodi

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUL INDEPENDENCE DAY
22 DAYS OF WORK
 71.5 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCT
21 DAYS OF WORK
 68.25 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUG
20 DAYS OF WORK
 65 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOV THANKSGIVING DAY
19 DAYS OF WORK
 61.75 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SEP LABOR DAY
20 DAYS OF WORK
 65 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DEC CHRISTMAS HOLIDAY
20 DAYS OF WORK
 65 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

2027

Transit Facility Lodi

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JAN NEW YEARS DAY
MARTIN LUTHER KING 19th
20 DAYS OF WORK
 65 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APR
22 DAYS OF WORK
 71.5 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

FEB PRESIDENT DAY
19 DAYS OF WORK
 61.75 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY MEMORIAL DAY
20 DAYS OF WORK
 65 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAR
23 DAYS OF WORK
 74.75 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JUN
22 DAYS OF WORK
 71.5 Total Units/Hours for the month
 Red no work required
 3.25 Hours per day



NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.