



CITY OF CHINO HILLS
Request for Proposals (RFP) for
Janitorial Services

September 9, 2009

Department: Public Works

Proposal Due Date: October 1, 2009 Time: 2:00 P.M.

Proposals must be submitted to the:
City of Chino Hills
City Clerk's Office
14000 City Center Drive
Chino Hills, CA 91709

Non-Mandatory Pre-proposal Meeting:
September 22, 2009 Time: 10:00 A.M.
City of Chino Hills Council Chambers
14000 City Center Drive
Chino Hills, CA 91709

Proposal Information:

Proposals will be received by the City of Chino Hills, hereinafter called the "City", at the office of the City Clerk, 14000 City Center Drive, Chino Hills, California 91709, until **2:00 p.m., Oct. 1, 2009.**

Copies of the Request for Proposal may be obtained at the Public Works Department of the City of Chino Hills, 15091 La Palma Dr., Chino, California 91710. Questions regarding the Request for Proposal should be directed to Mary Grunder, phone (909) 364-2816 or via e-mail mgrunder@chinohills.org.

A NON-MANDATORY BIDDERS' CONFERENCE AND INSPECTION of the areas to be maintained will be held at 10:00 a.m. on **Tuesday, September 22, 2009** at the City of Chino Hills Council Chambers at 14000 City Center Drive, Chino Hills, California 91709, for all interested parties.

The Proposal must be submitted in a sealed envelope plainly marked on the outside as "**Proposal for: 'Janitorial Services'**", and Proposer's name and address, if applicable. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the City of Chino Hills, c/o City Clerk, 14000 City Center Drive, Chino Hills, California 91709. Submittal of two copies of the proposal is required.

Contractor's fee schedule is to be submitted in a **separate sealed envelope** clearly marked "**Cost Proposal**" at the time of submission of the proposal. Cost proposal shall be submitted on the printed forms provided with this proposal.

The Proposal shall include, as a minimum the following mandatory statements:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Contractor's quote.
2. A Statement of Qualifications applicable to this service including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
3. A written statement that said the submitted fee schedule is part of the Contractor's quote for use in invoicing for payments.
4. A written statement by the Contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
6. A written statement by the Contractor shall allow all authorized federal, state, county, and the City of Chino Hills officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project upon request. All relevant records shall be retained for at least three years.
7. A written statement that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
8. A written statement that the Contractor shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
9. A written statement that the Consultant shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Administrative Elements

1. The Contractor shall assign a responsible representative and an alternate to coordinate with City staff. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.

2. The Contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

3. Evaluation Criteria:

a. The information submitted will be evaluated by the City of Chino Hills. The evaluation will consider the following criteria when reviewing each proposal. Proposals will first be evaluated for completeness. Incomplete statements will be disqualified from consideration.

b. Proposals will be evaluated on the basis of the criteria specified below:

- Experience of vendor. (30%)
- Number of employees and equipment to be assigned (15%)
- Reports of References (20%)
- Fee structure per square foot and for emergencies/extra work. (30%)
- Acceptance of all contract terms (5%)

c. The City of Chino Hills reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The Public Works Department will review proposals, references will be checked and a determination will be made to develop a short list of firms, which will be recommended for consideration.
- The Director of Public Works, will review the short list, interview if necessary and make a final determination.
- After selection of the vendor, the City will negotiate final contract terms.
- Upon agreement of the final contract terms with the vendor, the contract will be scheduled for City Council review and approval.

Standard Agreement

The City has provided a copy of the Standard Agreement. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore.

CITY OF CHINO HILLS

SPECIFICATIONS FOR

CUSTODIAL SERVICES

CITY OF CHINO HILLS

CHINO HILLS, CALIFORNIA

September 9, 2009

Enclosed:

- Bid Requirements
- Bid Sheet
- Vendor Data Sheet
- Scope of Work
- Sample Contract

Note:

This entire package must be completed and returned by bid opening

BID REQUIREMENTS

The City of Chino Hills is requesting Custodial Services bids for the furnishing of services at the following locations:

GOVERNMENT CENTER BUILDINGS, FOUNDERS RECREATION CENTER BUILDINGS, CITY YARD, MYSTIC CANYON RECREATION BUILDING, McCOY EQUESTRIAN CENTER, GRAND AVENUE PARK, SLEEPY HOLLOW COMMUNITY BUILDING, COMMUNITY PARK AND 17 PARK RESTROOM FACILITIES

Bidding Requirements

1. A copy of the sample agreement is included as part of these specifications. Please review this sample contract and provide the City with a written statement of your firm's willingness to accept the terms of the sample contract. If your firm is unwilling to accept all of the terms of the sample agreement, please specifically identify each and every term which your firm is unwilling to accept. The Contractor must be prepared to sign and comply with all requirements of the sample contract that the Contractor does not indicate unwillingness to comply with in its proposal. Changes in the sample contract will be allowed only at the City's sole discretion.
2. All proposals must be submitted in a sealed envelope, clearly marked with "Proposal for Janitorial Service", Contractor name and address, the due date and time. Bids must be complete with the sample contract with scope of work intact, 10% bid bond, the Vendor Data Sheet completed, the Bid Sheet completed, the Bid Requirement Sheet signed, and copies of all required professional licenses or certificates.
3. Within ten (10) calendar days after the award of the Contract, contractor must furnish the City with a fidelity bond and certificates of insurance from all companies as evidence of the amounts and types of bonds and insurances required. Contractor shall obtain a "City of Chino Hills" business license. If contractor fails to execute said Contract and to furnish said Bonds and Certificates of Insurance and Endorsements within ten (10) calendar days after the award of the Contract by the City, the City will be entitled to consider all Contractor rights arising out of the City's acceptance of the bid as abandoned to such other rights as may be granted by law. Within ten (10) calendar days of receipt of such documents, the City shall give Contractor a written Notice to Proceed and Contractor shall commence the work as specified in the Contract Documents within five (5) calendar days of such notice.
4. Proposals will be accepted until 2:00 p.m. on Thursday, October 1, 2009 at the City of Chino Hills, City Clerk's Office, 14000 City Center Drive, Chino Hills, California 91709. Inquiries can be directed to Mary Grunder, Public Works Department, at (909) 364-2816.

**CITY OF CHINO HILLS
CUSTODIAL SERVICES
VENDOR DATA SHEET**

1. FIRM'S NAME: _____ **Federal I.D.#:** _____

Mailing Address: _____

Local Address: _____

Telephone Number: _____

Business License #: _____

California Contractor License #: _____

Years in Business: _____

2. TYPE OF ENTITY: Corporation ____ Partnership ____ Sole Proprietorship ____
Joint Venture ____ Other _____

3. KEY CONTACT PERSON AUTHORIZED TO SIGN AND RECEIVE LEGAL DOCUMENTS

Name: _____ Title: _____

4. LIST PARENT OR OTHER AFFILIATED COMPANIES

1. _____ Type of Business: _____

2. _____ Type of Business: _____

5. INSURANCE CARRIERS

CARRIER

POLICY

Workers Compensation: _____

General Liability: _____

Bid Bond: _____

Fidelity Bond: _____

6. REFERENCES

	<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

7. EXPERIENCE - List three (3) recent jobs of similar nature:

	<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

CERTIFICATION LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Firm Name

By _____

By _____
Second Party

NATIONAL LABOR RELATIONS BOARD STATEMENT

The Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

FRAUD, BRIBERY, COLLUSION, CONSPIRACY, AND ANTITRUST STATEMENT

The bidder hereby declares under penalty of perjury that the bidder has _____, has not _____ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

NOTE: The bidder must initial after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

In accordance with Public Contract Code 7106, the bidder, being duly sworn, deposes and says that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Bidder

BID SHEET FOR CUSTODIAL SERVICES

In the blanks provided, fill in the prices at which you propose to furnish services, including labor, materials, and equipment necessary to complete the work.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within line item prices. Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum.

<u>Item #</u>	<u>Item Description</u>	<u>Item Total</u>
A. <u>Custodial Services for Government Center Buildings</u>		
1.	Provide custodial cleaning services as specified in contract specifications.	Annual Total Sum
	City Hall Building	\$ _____
	Police Building	\$ _____
	Library Building	\$ _____
B. <u>Custodial Services for Founders Recreation Buildings</u>		
1.	Provide custodial cleaning services as specified in contract specifications.	Annual Total Sum
	Founders Recreation Building East	\$ _____
	Founders Recreation Building West	\$ _____
C. <u>Custodial Services for McCoy Equestrian Center</u>		
1.	Provide custodial cleaning services as specified in contract specifications.	Annual Total Sum
	McCoy Barn Building	\$ _____
	McCoy Reception Building	\$ _____

D. Custodial Services for City Yard

- | | |
|--|-----------------------------|
| 1. Provide custodial cleaning services as specified
in contract specifications. | Annual Total Sum
\$_____ |
|--|-----------------------------|

E. Custodial Services for Mystic Canyon Recreational Building

- | | |
|--|-----------------------------|
| 1. Provide custodial cleaning services as specified
in contract specifications. | Annual Total Sum
\$_____ |
|--|-----------------------------|

F. Custodial Services for Sleepy Hollow Community Center

- | | |
|--|-----------------------------|
| 1. Provide custodial cleaning services as specified
in contract specifications. | Annual Total Sum
\$_____ |
|--|-----------------------------|

G. Custodial Services for Grand Avenue Park Building

- | | |
|--|-----------------------------|
| 1. Provide custodial cleaning services as specified
in contract specifications. | Annual Total Sum
\$_____ |
| Meeting Room and office | \$_____ |

H. Custodial Services for 17 Park Restrooms

- | | |
|--|-----------------------------|
| 1. Provide custodial cleaning services as specified
in contract specifications. | Annual Total Sum
\$_____ |
| 2. Monthly (average) cost for custodial services
Per one park restroom | \$_____ |

I. Additional Services

- | | |
|--|---------|
| 1. Hourly Rate for Additional Services | \$_____ |
|--|---------|

TOTAL (annual) lump sum for CUSTODIAL SERVICES FOR THE CITY OF CHINO HILLS (items A-H):	\$_____
--	----------------

The bid must be submitted on this form and signed by the bidder. Bids will be publicly opened at the City of Chino Hills, City Clerk's Office at 14000 City Center Drive, Chino Hills, California 91709.

The City reserves the right to reject any or all bids, and to waive technical errors and discrepancies, and/or waive any informality of a bid not affected by law, if to do so will best serve the public interest. No bidder may withdraw his/her bid for a period of one hundred twenty (120) days after the date of opening thereof. The City reserves the right, during the one hundred twenty (120) day period, to select the second or next lowest bidder if the undersigned fails to perform as required in the contract or herein.

Bidder's Signature

California Contractors Lic. #

Company Name

Social Security or Federal I.D. #

Street Address

Telephone Number

City, State, Zip Code

Fax Number

E-Mail Address

CONTRACT AND SCOPE OF SERVICES

FOR

CUSTODIAL SERVICES

FOR

THE CITY OF CHINO HILLS

CHINO HILLS, CALIFORNIA

**CONTRACT FOR THE PROVISION OF
CUSTODIAL SERVICES FOR
THE CITY OF CHINO HILLS**

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
1	Scope of the Work and Contract	3-4
2	Facilities to be Maintained	4-5
3	Certifications/Reports	5
4	Contractor's Non-Compliance	5-6
5	Additional Work	6
6	Contractor's Liability	6
7	Interpretation of the Maintenance Specifications	7
8	Office of Inquiries and Complaints	7
9	Safety	8
10	Hours and Schedule of Custodial Services	8-9
11	Contractor's Staff	9-10
12	Signs/Improvements	10
13	Non-Interference	10
14	Storage Facilities	10
15	Schedule of Cleaning Service	11-15
16	Special Requirements	15-16
17	Use of Chemicals	16
18	Maintenance, Repairs and Replacements Due to Extraordinary Incidents	16
19	Term of Contract	16-17
20	Contractor's Compensation	17-18
21	Indemnification	18
22	Insurance	18-19
23	Fidelity Bond	20
24	Assignment	20
25	Termination for Convenience	20
26	Independent Contractor	20
27	Subcontracting	20-21
28	Federal, State, County and Local Regulations	21-22
29	Time of Essence	22
30	Consent	22
31	Exhibits	22
32	Law	22
33	Litigation and Attorney's Fees	22-23
34	Captions, Table of Contents and Cover Page	23
35	Integration	23
36	Authority to Execute	23
37	Multiple Counterparts/Counterparts Execution	23

38	References	23
39	Notices	23-24
	Signature Blocks	25

EXHIBITS

- A. Custodial Flooring Service Schedule
- B. Location of Facilities to be maintained

CONTRACT FOR THE PROVISION OF CUSTODIAL SERVICES
FOR THE CITY OF CHINO HILLS

WHEREAS, the City of Chino Hills ("City") has the need for custodial services in the City; and, WHEREAS _____

(Name of Contractor)

a _____ ("Contractor") (California Corporation, Partnership, Sole Proprietorship, etc.) was the successful bidder to provide such services to the City:

NOW THEREFORE, the City and the Contractor agree as follows:

1. SCOPE OF THE WORK AND CONTRACT

- 1.01 The Work to be done under this Contract shall include the furnishing of all labor, some material, and equipment necessary for the provision of custodial services as set forth in this Contract, including the exhibits attached hereto.
- 1.02 The foregoing work shall be done in a thorough and workmanlike manner under the direction and to the satisfaction of the City. Custodial services shall be maintained at the level of service provided for in these specifications at all times.
- 1.03 The Contractor shall have the duty to dust, vacuum, mop and wax floors, wash windows, empty trash, clean restrooms, restock restrooms, shampoo carpets, and any necessary maintenance of any appurtenant surfaces and equipment determined as normal custodial maintenance as specified in the contract.
- 1.04 The Contractor shall be required to assign a designated foreman as project manager. This individual will be the contact person for this project, and must be available to respond to inquiries, walkthroughs and inspections of the facilities as required.
- 1.05 The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within four (4) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a \$250 fine or termination, or both in addition to the back-charge.
- 1.06 The designated foreman shall perform a maintenance inspection weekly during daylight hours of all areas within the premises.

- 1.07 The term "Manager" as used in this Contract shall mean the City Manager of the City of Chino Hills or his/her authorized representative(s).
- 1.08 The term "City" as used in this Contract shall mean the City of Chino Hills.
- 1.09 The term "Bid Sheet" shall mean the document completed and signed by the Contractor indicating the compensation for which the Contractor will perform the services described in this Contract.
- 1.10 The term "Facilities" shall mean all areas to be maintained per this Contract, and indicated in Exhibit "B" attached and incorporated herein by this reference.

2. FACILITIES TO BE MAINTAINED

- 2.01 The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and park restrooms.

Facility	Total Square Footage (Approximate)	# of Days for Cleaning Schedule Per Week
Government Center		
City Hall	58,330 (1 building)	5 M-F
Police	28,730 (1 building)	5 M-F
Library	27,830 (1 building)	7
Founders Rec. Building	14,400 (2 buildings)	7
City Yard	9,850 (1 building)	5 M-F
Mystic Canyon Recreation	1,200 (1 building)	7
McCoy Equestrian Barn	3,800 (1 building)	7
McCoy Reception	2,600 (1 building)	4 Sun., Tues, Thurs, Sat
Grand Avenue Park Meeting Room & Office	1,280 (2 buildings)	7
Sleepy Hollow Comm. Bldg.	3,180 (1 building)	1 and as needed
Community Park Office	110 (1 building)	7
Park Restrooms		
1. Community Park South	490 (1 building)	7
2. Community Park North	490 (1 building)	7
3. Alterra Park	630 (1 building)	7
4. Hidden Hills Park	580 (1 building)	7
5. Sunset Park	440 (1 building)	7
6. Coral Ridge Park	580 (1 building)	7
7. Crossroads Park South	580 (1 building)	7
8. Crossroads Park North	400 (1 building)	7

9. Hunters Hill Park	630 (1 building)	7
10. Butterfield Park	420 (1 building)	7
11. Rincon Park	420 (1 building)	7
12. English Springs Park	250 (1 building)	7
13. Grand Avenue Park	630 (1 building)	7
14. Fairfield Park	420 (1 building)	7
15. Danbury Park	420 (1 building)	7
16. Torrey Pines Park	420 (1 building)	7
17. Vellano Park	477 (1 building)	7

2.02 The Contractor hereby acknowledges that before submitting a bid for these services, the Contractor has visited all existing facilities to be maintained, verified the square footage noted for each location, and informed himself / herself fully as to all conditions that might affect the work specified. The Contractor shall not be relieved of liability under this Contract, nor the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions, as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

3. CERTIFICATIONS/REPORTS

- 3.01 The Contractor shall provide any certificates/reports deemed necessary by the City.
- 3.02 The Contractor shall report any vandalism, graffiti, etc. to City facilities by calling (909) 364-2800 and leaving a message detailing the extent of the problem.
- 3.03 In the event of a severe problem after normal business hours which needs immediate attention, such as a broken waterline in a restroom, the Contractor shall report these items by calling (909) 364-2860 and leaving a message detailing the extent of the problem.

4. CONTRACTOR'S NON-COMPLIANCE

- 4.01 If the City determines that there are deficiencies in the performance of this Contract, the City will provide a written notice ("punch-list") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the Contractor fail to correct deficiencies within said time frames, the City may contract the work or may perform the work utilizing City employees and/or contract labor. Said amount will be deducted and forfeited from the payments to the Contractor by the City. This action shall not be construed as a penalty but as an adjustment of payment to the

Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this Contract.

If it becomes necessary for the City to provide personnel to assist or complete a task that was not completed by the Contractor, or not completed in an acceptable manner, the Contractor will be charged the blended hourly rate as established by the City Council, currently \$101.00 per hour, plus the cost of normal materials, supplies, and equipment.

4.02 Except as otherwise provided herein, if the City determines that there are deficiencies in the performance of the contract and the City agrees that it is impractical to fix the extent of actual damages resulting from the deficiency, \$500.00 liquidated damages will be deducted from the Contractor's monthly payment.

4.03 In addition to the provisions of Paragraph 4.01 above, in the event of a failure to correct a deficiency or for any other breach of this Contract by the Contractor, this Contract may be terminated by the City upon thirty (30) calendar days written notice by the City at its sole discretion. In the event of such termination, the Contractor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

5. ADDITIONAL WORK

5.01 The City may, at its discretion, direct the Contractor to perform additional work when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence. Any other additional work shall be done only after a written estimate has been submitted by the Contractor and has been approved by the City. No work shall commence without the written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City for approval.

5.02 Additional work shall commence on the specified date and the Contractor shall proceed diligently to complete said work within the time allotted.

6. CONTRACTOR'S LIABILITY

6.01 All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense. All such repairs or replacements shall be completed within the time limits as designated by the City.

7. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

Should any dispute arise, the Manager shall set forth his/her direction to the Contractor in writing. If the Contractor disagrees with the direction of the Manager, the Contractor shall continue with the work in accordance with the Manager's direction. A written statement shall outline in detail the area of dispute.

8. OFFICE OF INQUIRIES AND COMPLAINTS

- 8.01 The Contractor shall maintain an office at some fixed place and shall maintain a telephone there, listed in the telephone directory in his/her own name or in the firm name by which he/she is most commonly known, and shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City or from the Manager. This person(s) shall be reachable twenty-four (24) hours per day. An answering service shall be considered an acceptable substitute to full time coverage, provided the Contractor is advised of the complaint within two (2) hours of receipt of the complaint by the answering service. During normal working hours, the Contractor's designated foreman, who is responsible for providing maintenance services, shall be available through wireless communication.
- 8.02 Whenever immediate action is required to prevent impending injury, death or property damage to the maintained facilities therein, the City may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the City or the City's work force. To the extent the Contractor is responsible for such action under the terms of this Contract, the City shall charge the cost thereof as determined by the City, against the Contractor, or may deduct such cost from any amount due to the Contractor from the City.
- 8.03 The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.
- 8.04 All complaints shall be abated as soon as possible after notification, but in all cases within twenty-four (24) hours to the satisfaction of the City. If any complaint is not abated within twenty-four (24) hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City shall be deducted from the payments owing to the Contractor from the City.

9. SAFETY

- 9.01 The Contractor agrees to perform all work outlined in this scope of work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.
- 9.02 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained facilities unsafe. The City shall be notified immediately of any unsafe condition that requires correction. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the City within five (5) days of the injury or death.
- 9.03 The Contractor shall clearly post signs in all entry areas prior to any potential hazardous conditions.

10. HOURS AND SCHEDULE OF CUSTODIAL SERVICES

- 10.01 Hours of general custodial service shall be between 6:00 p.m. and 6:00 a.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City. Community rooms at Mystic Canyon Recreation, Founders Recreation Center, Community Park, Grand Avenue Park, and Council Chambers may need to be cleaned after 11:00 p.m. on any night they are utilized. McCoy Equestrian Center with the Barn and Reception site will need to be cleaned between midnight and 7:00 am. Police Building will be cleaned between 7:00 pm and 6:00 am. Library will be cleaned after closing hours of the Library, generally after 8:00 pm.
- 10.02 Hours of special event custodial services will be determined by work schedule approved in advance by the City.
- 10.03 Contractor shall lock all park restrooms per the start times listed below. All park restrooms must be locked within two (2) hours of the start time. Contractor may begin cleaning after the restrooms are locked and must be finished by 6:00 a.m. Hours of park restroom servicing may vary according to City needs.

<u>Hours of Park Restroom Lock-up:</u>	<u>Start Time</u>
April through October	8:00 p.m.
November through March	6:00 p.m.
Community Park Restroom	11:00 p.m.

- 10.04 The Contractor shall provide on-site staffing at the prescribed hours five (5) days per week, Monday through Friday at the designated locations approved in advance by the City. The Contractor shall provide on-site staffing at the prescribed hours seven (7) days per week at the locations approved in advance by the City, see Section 2.01. Park restrooms shall be cleaned and locked up seven (7) days a week, 365 days a year. Any change in the days and hours of operation heretofore prescribed shall be subject to prior written approval by the City.
- 10.05 Within ten (10) days after the effective date of this Contract, the Contractor may be requested to submit a work schedule to the City for approval.
- 10.06 Within five (5) working days, the Contractor shall submit revised schedules when actual performance differs substantially from previously scheduled work.

11. CONTRACTOR'S STAFF

- 11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time will the Contractor allow this crew to be diminished in size so as to not effectively complete the assigned custodial tasks. All of the Contractor's custodial personnel shall be supervised by a qualified, English-speaking foreman.
- 11.02 The Contractor shall provide a background check of all personnel utilized for the fulfillment of the contract specifications, at the contractor's expense. Background check will be approved by the City of Chino Hills Police Department.
- 11.03 If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Manager, or is in the opinion of the Manager incompetent, intemperate, or disorderly; used threatening or abusive language to any person representing the City; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Manager. The Contractor shall transfer or discharge any such person within a reasonable time following notice from the Manager, and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the Manager.

11.04 The Contractor shall provide and require employees to wear uniform work shirts, which clearly identify the Contractor's personnel and indicate the name of the Contractor. The identification system shall be furnished at the Contractor's expense and must include appropriate attire and name badges as specified by the City.

11.05 The Contractor shall require each of his/her employees to wear safe working attire. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

12. SIGNS/IMPROVEMENTS

12.01 The Contractor shall not post signs or advertising within the maintained facilities.

13. NON-INTERFERENCE

13.01 The Contractor shall respect the peace and quiet of the areas within which the services are being performed. The Contractor shall perform services with the least possible obstruction and inconvenience to the public so as to not interfere with the use of the facilities.

14. STORAGE FACILITIES

14.01 The City will provide small janitorial closets at most facilities for the Contractor to store minor equipment and supplies.

15. SCHEDULE OF CLEANING SERVICE

15.01 Daily regular cleaning service:

1. Empty and clean wastebaskets and other waste receptacles, inserting liners as required.
2. Dust mop all hard surface flooring (spot mop spillage, markings, wherever necessary).
3. Dust and clean all level surfaces of desks, tabletops, countertops, chairs, file cabinets, windowsills, and other office furniture. Paperwork on desk, file cabinets, etc., are not to be disturbed.

Note: RED CARD displayed on top of desk indicated user of desk wants cleaning of desk top regardless of papers on desk. Carefully work around papers as needed.

4. Vacuum all traffic interior carpeting and exterior entrance walks off mats (spot clean as required).
5. Clean entrance door glass (inside, outside and adjacent areas); interior store front glass doors; interior office side glass windows; lobby stair railing glass (both inner and outer glass). Clean any display glass on the outside of the case.
6. Clean sinks and countertops in coffee rooms and kitchens. Clean the exterior of all appliances, refrigerator, oven, microwave, ice machine, etc. Clean the inside of the microwaves and ovens. Restock hand towel and roll paper towel dispensers. McCoy Equestrian Barn and Reception Center are not to have ovens inside or outside cleaned.
7. Thoroughly clean all urinals, commodes, toilet seats, sinks, shower stalls (inside and out), and chrome fixtures in restrooms with solution containing an approved disinfectant. Walls and partitions are to be spot washed, and the floors are to be wet mopped with a solution containing an approved disinfectant.
8. Chrome fixtures and sinks are to be cleaned and wiped dry of water marks to prevent mineral buildup.
9. Clean mirrors and bright metals, including locker and exercise room floor length mirrors.

10. Clean and refill tops of soap, hand towel, toilet tissue, seat cover and sanitary napkin receptacles / dispensers, and spot clean when necessary.
11. Clean drinking fountains (wipe dry to prevent mineral buildup).
12. Clean hand marks on elevator, cab walls, cab control panel, and outside wall doors on each floor (including elevator call button panel). Broom, vacuum, and/or damp mop elevator cab floor as needed.
13. Remove all trash picked up and deposit in designated dumpster or container. (Not all sites have trash dumpsters available.)
14. Leave notice advising the Manager of any irregularities discovered during services (i.e., lights left burning, doors and windows found unsecured, hazards in office area, graffiti, defective plumbing, and lighting).
15. Turn off all lights except those required to be left on; lock all office doors as needed including building entrance doors.
16. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Agreement.

15.02 Weekly regular cleaning service:

1. Completely dust desks, chairs, benches, filing cabinets, and other office furniture (spot wash where necessary).
2. Dust partition ledges, window ledges, and low and high moldings or ledges.
3. Spot wash walls and woodwork to remove hard marks and/or stains.
4. Remove cobwebs from walls, ceilings, and/or floors.
5. Wash all desktops when cleared of papers.
6. Clean all electric switch plate covers.
7. Thoroughly clean and damp mop all restroom, ceramic, vinyl, stone, concrete, rubber, elevator floor and other flooring areas with a solution of water and an approved disinfectant. Spot clean carpeted areas as needed.
8. The Contractor shall perform any task not specifically mentioned that

is reasonably consistent with the purpose and intent of this Agreement.

15.03 Monthly regular cleaning service:

1. Dust all wood panel surfaces and sides of office partitions.
2. Dust all high ventilator covers and their surrounding areas to a minimum of 11 feet in height, without the use of a ladder.
3. Dust picture frames, walls, ceiling, clock face, book shelving, computer monitor tops, and around alarm sensors for spider webs.
4. Vacuum with crevasse tool all edges of carpeted areas and areas not normally reached with vacuum.
5. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Agreement.

15.04 Quarterly regular cleaning service:

1. Wash partitions and all wall areas in restroom.
2. Vacuum sides of carpeted and/or cloth covered office partitions and fabric walls. Spot shampoo when necessary.
3. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Agreement.

15.05 Semi-Annual regular cleaning service:

1. Large window cleaning is NOT part of this contract.
2. Clean all venetian blinds.
3. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purpose and intent of this Agreement.

15.06 As Needed Cleaning Service

Facilities such as McCoy Equestrian Center, Sleepy Hollow, and others, need additional custodial services beyond the routine service schedule on an as-needed basis. The services needed are the same as the daily

schedule in section 15.01 through 15.17. The City will provide the Contractor a schedule of custodial services on dates and times needed by the City.

15.07 Park Restroom Cleaning Service:

1. Sweep restroom and remove litter from interior and exterior of building walkways (daily). Do not sweep into landscape areas.
2. Clean and sanitize toilets and lavatories (daily).
3. Wipe down all fixtures including drinking fountains (daily).
4. Stock toilet paper or other paper products (daily).
5. Wash (hose out) floors (monthly).
6. Remove dirt, paper, or other debris on walls, ceiling, and light fixtures (daily).
7. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purpose and intent of this Agreement.

15.08 Carpet Floor Care

Carpets shall be thoroughly shampooed, utilizing the extraction system, with approved chemicals. Some carpets shall be cleaned by Spin Bonnet Cleaning per industry standards. The Contractor shall shampoo carpets per attached schedule for carpet cleaning frequency in Exhibit 'D'. Scheduling of carpet cleaning shall be provided to the City in advance for its approval.

15.09 Vinyl Floor Care

Vinyl floors shall be scrubbed and stripped prior to applying wax to vinyl floors unless indicated otherwise. The Contractor shall scrub/wax, per attached schedule in Exhibit 'D' for vinyl floor waxing frequency. Scheduling of vinyl floor cleaning shall be provided in advance to the City for their approval. All wax must be of sufficient quality to permit wax to last from one wax application to the next wax application with minimum degradation of wax quality. Approval of wax material must be approved by the City before use.

15.10 Ceramic Tile Floor Care

The Contractor shall dust mop or damp mop floor area. Floor is not to be waxed (except restroom floors at the City Yard).

15.11 Stone Tile Floor Care

The Contractor shall dust mop or damp mop floor area only. Floor is not to be waxed.

15.12 Rubber Floor Care

The Contractor shall vacuum or damp mop floor area only. Floor is not to be waxed.

15.13 Concrete And Concrete Painted Floor Care

The Contractor shall dust mop or damp mop floor area only. Floor is not to be waxed.

15.14 Supplies and Equipment

The Contractor will furnish all the cleaning materials, supplies, and equipment which is required to perform the cleaning assignments outlined under "Scope of Work." The City has supplied some vacuums, carts, and dust mops for City use. The Contractor may use these items as necessary, but they are the property of the City. All materials and supplies will be of first quality only, and no additional charges will be made by the Contractor for these materials. The City is to provide hand towels, roll paper towels, toilet tissue, hand soap, seat covers, trash can liners, feminine hygiene items, bowl blocks and dust mop service. The Contractor shall submit weekly requests for City-provided products for each site.

16. SPECIAL REQUIREMENTS

16.01 Park Gate Closure

Hidden Hills Park requires gate closure at the park site at the same time as park restroom closure.

16.02 Police Building

The Contractor shall change bed sheets for three beds every week, or as needed. The City will provide sheets and cleaning service for the bed sheets.

Report writing room requires wax only on the chair areas of the room, every two weeks.

The Contractor shall dust mop or damp mop floor painted floor in the hard interview area.

If an office is unlocked, the contractor is to clean the office. If the office is locked, do not clean the office.

Police building is a 24 hours facility. Cleaning activities cannot affect operational needs of the Police. Police briefing time is 9:00 pm; there is a lot of activity between 8:30 pm and 9:30 pm., on a daily basis.

16.03 Library Building

The Contractor shall meet the following requirements of the library building only. Custodial services as described in the scope of work will be provided six days a week. On Sunday evenings, only the bathrooms need to be cleaned and the wastepaper baskets emptied.

17. USE OF CHEMICALS

17.01 The Contractor shall comply with all regulations and safety precautions listed on the product label.

18. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

18.01 Any extraordinary incident such as vandalism, acts of God, and third party negligence which has or will affect the City's property and is within the scope of the Contractor's responsibilities, shall be documented by the Contractor by phone call, photographs and/or written statement, and documentation shall be given to the City within eight (8) hours of discovery. The Contractor is responsible for reporting graffiti. The Contractor shall perform the above documentation and report immediately upon discovery of extraordinary incidents.

18.02 The Contractor shall, as set forth herein, perform maintenance, repairs and replacements when the need for such work arises due to extraordinary incidents such as vandalism, acts of God, and third party negligence in accordance with the provisions of this Section. The Contractor shall submit a written estimate for the cost of performing such work to the City. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to the City and the City shall reimburse the Contractor, but only up to the amount of the agreed upon cost estimate. In the event the Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work.

19. TERM OF CONTRACT

19.01 This Contract shall take effect and commence upon its execution by the City and, unless executed on the first day of a calendar month, shall continue for the rest of the partial calendar month in which executed and for

a period of twelve (12) full calendar months, or June 30, whichever comes first.

- 19.02 This Contract may be renewed up to five (5) additional years on one (1) year periods, subject to the same terms and conditions contained herein, by mutual consent of both parties. To exercise this option, the City shall give the Contractor a written notice of the City's intent to renew the Contract at least forty-five (45) days prior to the expiration of the initial term of this Contract, or of any additional one (1) year extensions. The Contractor must deliver Fidelity Bonds as specified in Paragraph 25 hereof for the renewal period to the City at least twenty-one (21) days prior to said expiration date to accept the renewal option.

20. CONTRACTOR'S COMPENSATION

- 20.01 Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor each month for all of the Contractor's services performed (labor, material, supplies, equipment, etc.) as set forth in the Bid Sheet, at an amount of 1/12th of the annual lump sum. Special event services shall be on separate invoices, per the City requirements. The City may add or delete custodial services as necessary to meet the City's needs. The Contractor's compensation will be adjusted accordingly.
- 20.02 Should this Contract commence on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full monthly rate per day, to and including the last day of the partial calendar month.
- 20.03 In the event the parties exercise the option to extend the term of this Contract as provided for, the Contractor's compensation set forth in the bid sheet shall be subject to adjustment at the commencement of the extended term and annually thereafter ("the adjustment date") as follows:

The compensation provided herein shall be adjusted annually at the start of the fiscal year to reflect the increase, if any, in the cost of living during the previous year by adding to the Contractor's compensation, the amount, if any, obtained by multiplying the Contractor's compensation as of the date of the City's notice to the Contractor to renew the Contract by the most recently available Consumer Price Index ("CPI") percentage for All Urban Earners for the Los Angeles-Anaheim-Riverside metropolitan area reported by the Bureau of Labor Statistics of the United States Department of Labor. Should the CPI be zero or a negative number, no adjustment to the Contractor's compensation shall be made.

20.04 On the twentieth (20th) day of each month, the Contractor shall submit to the City a written invoice for the month's work. Additional work required by the City shall be invoiced separately at the same time. Such invoices must be in a form acceptable to the City. The City will review the invoice(s) and approve it or notify the Contractor of any exceptions. Payment will, when properly completed as specified, be paid within thirty (30) calendar days of submittal, and it is understood that any delay in the preparation, approval, and payment of these demands will not constitute a breach or construed to be an acceptance of any defective work or improper materials.

21. INDEMNIFICATION

The Contractor shall indemnify, defend with counsel approved by the City, and hold harmless the City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Contract, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

22. INSURANCE

22.01 In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the Contractor shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

Worker's Compensation - A program of Worker's Compensation insurance or state-approved, self-endurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollars (\$1,000,000) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than two million dollars (\$2,000,000) combined single limits for damages arising out of bodily injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the work under the Contract documents including explosion, collapse and underground exposure.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned,

hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- 22.02 Additional Named Insured - All policies, except for the Worker's Compensation and Professional Liability coverage, shall contain additional endorsements naming the City and their employees, agents, volunteers, and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The insurance required of the Contractor shall be primary as to the City and shall be in addition to any insurance secured by the City, including any self-insurance the City retains.
- 22.03 Waiver of Subrogation Rights – The Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the City, their officers, volunteers, employees, contractors, and subcontractors.
- 22.04 Proof of Coverage – The Contractor shall immediately furnish certificates of insurance to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time the Contractor commences performance of services hereunder until completion of such services. Within sixty (60) days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and endorsements.
- 22.05 Insurance Review - The above insurance requirements are subject to periodic review by the City. The City's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the City, inflation, or any other item reasonably related to the City's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt thereof.

23. FIDELITY BOND

23.01 The Contractor shall provide the City with a Fidelity Bond (Janitorial/Business Service Bond) for the amount of ten thousand dollars (\$10,000) covering all losses through pilfering or theft by the Contractor, his employees, subcontractors or agents.

24. ASSIGNMENT

24.01 Neither this Contract nor any of the Contractor's duties hereunder may be assigned or subcontracted without the prior written consent of the City, which consent shall lie solely within the discretion of the City.

25. TERMINATION FOR CONVENIENCE

25.01 This Contract may be terminated by the City upon a thirty (30) calendar day written notice by the City at its sole discretion. In the event of such termination, the Contractor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

26. INDEPENDENT CONTRACTOR

26.01 The Contractor is an independent contractor and shall have control of his/her work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for other employers while he/she is under contract with the City. The Contractor is not considered an agent or employee of the City and is not entitled to participate in any pension plans, retirement plans, or any benefits that the City provides for their employees.

27. SUBCONTRACTING

27.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal Contracting practices, are performed by specialty Subcontractors.

27.02 After submission of his/her Bid, the Contractor shall not award Work to any unlisted Subcontractor without prior written approval of the City.

27.03 The Contractor shall be fully responsible to the City for the performance of his/her Subcontractors, and of persons either directly or indirectly employed by them.

27.04 The Contractor shall review each condition of this Contract, so as to insert in all subcontracts comparable provisions relative to the Work to bind

Subcontractors to the Contractor by the terms of the Subcontractor documents insofar as applicable to the work of Subcontractors in the same manner that the Contractor is bound to the City (e.g., insurance, arbitration, termination on unauthorized assignment, etc.) and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor. Copies of Contracts between the Contractor and any Subcontractors shall be furnished to the City of Chino Hills.

28. FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS

28.01 The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all County and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Manager or his/her representative in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend, indemnify, and hold harmless the City, and its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees.

- a. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- b. Pursuant to Labor Code Section 1813, it is stipulated that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which a worker is required or permitted to work more than eight (8) hours in one calendar day and forty (40) hours in one calendar week, unless such worker received compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.

28.02 By entering into this Contract or any Subcontract pursuant to this Contract, the Contractor and each Subcontractor who performs work, supplies goods, services, or materials hereby offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under

Federal or State Antitrust Law, including, but not limited to, any antitrust action under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 - commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any related Subcontract. This assignment is made and becomes effective at the time the City tenders final payment to the Contractor, without further acknowledgment of the parties. The Contractor shall ensure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime Contract. The Contractor shall have the rights set forth in Section 4553 and 4554 of the Government Code.

29. TIME OF ESSENCE

29.01 Except as otherwise specifically provided, time is of the essence for each provision of this Contract which specifies a time within which performance is to occur. In the absence of any specified time for performance, performance may be made within a reasonable time.

30. CONSENT

30.01 Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval, unless the Contract provides that the consent or approval lies within the sole discretion (or freely exercised discretion) of the party hereto.

31. EXHIBITS

31.01 All exhibits referred to are attached to this Contract and incorporated by reference and made a part hereof of this Contract.

32. LAW

32.01 This Contract shall be construed and interpreted in accordance with the Constitution and laws of the State of California.

33. LITIGATION AND ATTORNEY'S FEES

33.01 In the event of litigation concerning the performance or interpretation of this Contract, venue shall exclusively lie with the Municipal Court or Superior Court of the County of San Bernardino, as appropriate.

33.02 The Contractor and the City agree that the prevailing party in any legal action arising from the duties and obligations contained in this Contract shall be entitled to reasonable costs, expenses, and attorney's fees--

including reimbursement to the City for attorneys' fees.

34. CAPTIONS, TABLE OF CONTENTS, AND COVER PAGE

34.01 The paragraph captions, table of contents, and the cover page of this Contract shall have no effect on its interpretation.

35. INTEGRATION

36.01 This Contract constitutes the complete, final, exclusive, and entire agreement between the parties with respect to the subject matter and supersedes all oral or written representation or agreements which may have been entered into between the parties. No modification or revision hereof shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

36. AUTHORITY TO EXECUTE

36.01 The person or persons executing this Contract on behalf of the Contractor warrants and represents that he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrants and represents that he/she/they has/have the authority to bind the Contractor to the performance of the Contractor's obligations hereunder.

37. MULTIPLE COUNTERPARTS/COUNTERPARTS EXECUTION

37.01 This Contract may be executed in counterparts, each of which so fully executed counterpart shall be deemed an original irrespective of the date of execution. Any counterpart that is not fully executed by all parties hereto, shall be of no legal force or effect.

38. REFERENCES

38.01 Provide three references for similar type and scope of work. Provide name of organization, address, telephone number, contact name and position with the organization.

39. NOTICES

39.01 Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be either served personally, faxed or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address below. Either

party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated at the time of its delivery either by personal service or fax or two (2) working days from the time of its mailing.

City: The City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709
Phone (909) 364-2800
FAX (909) 364-2695

ATTN: _____

Contractor: _____

FAX : _____

ATTN: _____

IN WITNESS HEREOF, this Contract is executed by the parties in Chino Hills, California.

THE CITY OF CHINO HILLS

CONTRACTOR:

By: _____
Peter Rogers, Mayor

By: _____
Signature

Attest:

(Type/Print Name)

By: _____
Mary McDuffee, City Clerk

Title

APPROVED AS TO FORM

By: _____
Signature

By: _____
Mark D. Hensley, City Attorney

(Type/Print Name)

Title

CITY OF CHINO HILLS PARKS & FACILITIES

AS OF JANUARY 2009

LEGEND

- 1 - CITY PARKS
- ↓ 2 - SCHOOLS
- * 3 - PROF. CLUB
- ▲ 4 - SPECIALIZED
- ▤ 5 - CITY HALL

Custodial Service
Facilities Locations

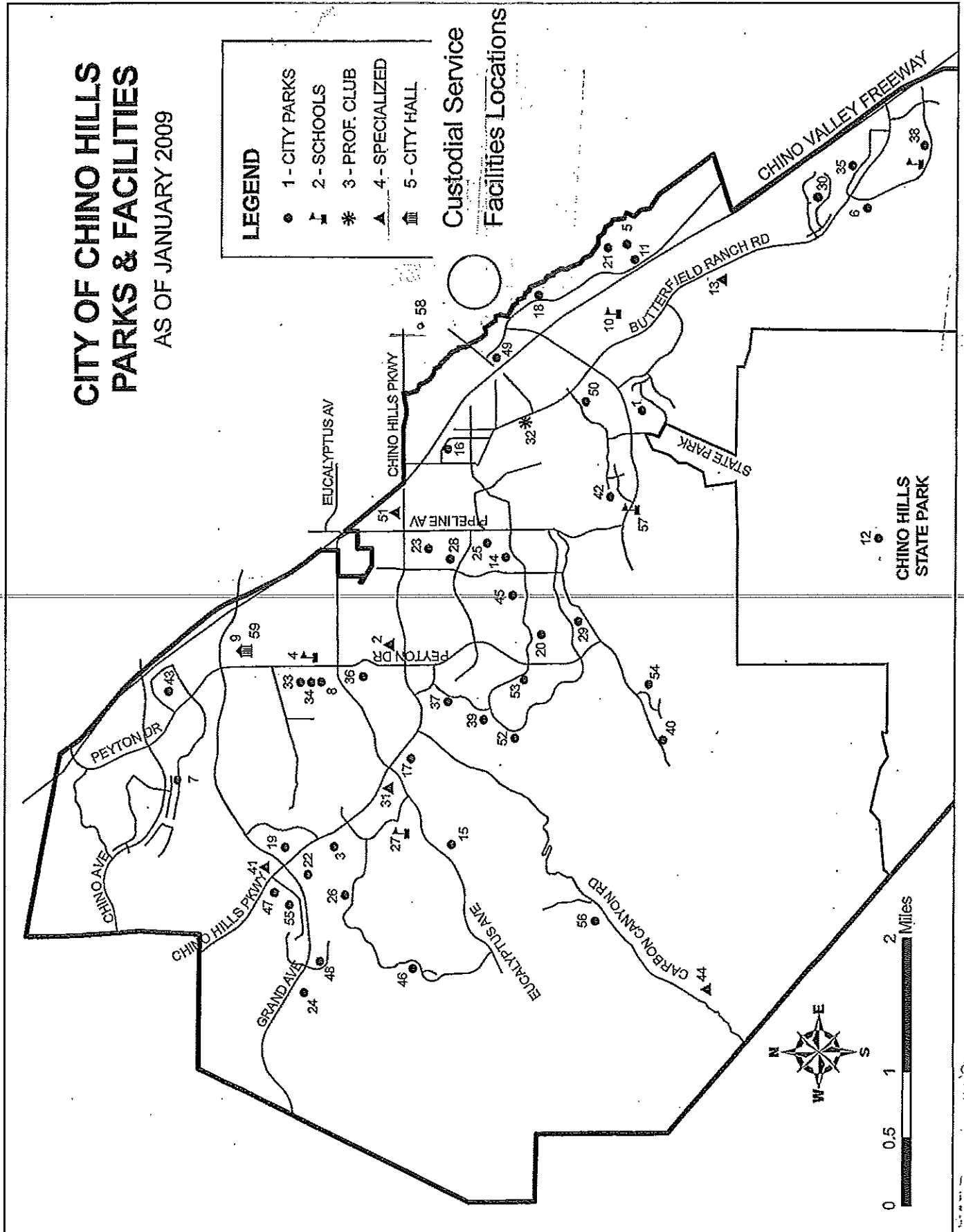


EXHIBIT "B"

1.	Alterra Park 4921 Soquel Canyon Parkway	15.	Coral Ridge Park 1999 Avenida Cabrillo	32.	Los Serranos Country Club 15656 Yorba Avenue	45.	Strickling Nature Park 3670 Aspen Lane
2.	Aegis Senior Living 14837 Peyton Drive	16.	Covington Park 15138 Monterey Avenue	33.	McCoy Equestrian & Recreation Center 14280 Peyton Drive	46.	Sunset Park 1510 Rancho Hills Drive
**	Addicted to Yoga (Chino) 13751 Roswell Avenue	17.	Crossroads Park 2765 Chino Hills Parkway	34.	McCoy Residence 14276 Peyton Drive	47.	Sycamore Glenn Park 1952 Sycamore Glenn
3.	Autumn Hill Park 2119 Founders Drive	18.	Danbury Park 15701 Fairfield Ranch Road	35.	Meadows Park 6266 Butterfield Ranch Road	48.	Terrace Park 1531 Morning Terrace Drive
4.	Ayala High School 14255 Peyton Drive	19.	English Springs Park 2201 Grand Avenue	36.	Morningside Park 13250 Lost Trail Drive	49.	TNT Academy 15370 Fairfield Ranch Road, Unit C
5.	Big League Dreams Chino Hills Sports Park 16353 Fairfield Ranch Road	20.	Eucalyptus Nature Park 3565 Valley Vista Drive	37.	Morningside Park 15259 Morningside Drive	50.	Torrey Pines Park 5011 Torrey Pines Drive
6.	Butterfield Park 17671 Mystic Canyon Drive	21.	Fairfield Ranch Park 16333 Fairfield Ranch Road	38.	Mystic Canyon Park & Community Building 6424 Mystic Canyon Drive	**	Tutor Whiz (Chino) 13751 Roswell Avenue, Suite D
7.	Calle San Marcos Park 2659 Norte Vista Drive	22.	Founders Recreation Center 2000 Founders Drive	39.	Oak Ridge Park 15444 Valle Vista Drive	51.	UMAC 4200 Chino Hills Parkway, Suite 825
8.	Chino Hills Community Park 5280 Eucalyptus Drive	23.	Glenmeade Park 15055 Oakwood Lane	**	Oak Tree Lanes (Diamond Bar) 990 N. Diamond Bar Lane	52.	Valle Vista Park 15636 Valle Vista Drive
9.	Chino Hills Government Center, Library, and Fire Administration 14000 City Center Drive	24.	Grand Avenue Park 1301 Grand Avenue	**	Ontario Ice Skating Rink (Ontario) 1225 W. Holt Boulevard	53.	Village Oaks Condominium 15773 High Knoll Drive
10.	Chino Hills High School 16150 Pomona Rincon Road	25.	Hickory Creek Park 15445 Hickory Creek Lane	40.	Overlook Park 2861 Woodview Road	54.	Vellano Park 16321 Aviano Lane
58	Chino Hills Public Works Facility (Chino) 15091 La Palma Drive	26.	Hidden Hills Park 2000 Rancho Hills Drive	41.	Pomona Valley Medical Center 2140 Grand Avenue	55.	Walnut Creek Nature Park 14214 Walnut Creek Drive
11.	Chino Hills Skate Park 16333 Fairfield Ranch Road	27.	Hidden Trails Elementary School 2550 Ridgeview Way	42.	Rincon Park 16202 Pinehurst Drive	56.	Western Hills Park 16230 Canon Lane
12.	Chino Hills State Park 4271 Sapphire Road	28.	Hilltop Park 15234 Pine Lane	**	Scars Diamond Elite Gymnastics (Chino) 14040 Central Avenue	57.	Wickman Elementary School 16250 Pinehurst Drive
13.	Chino Valley Fire Station #62 5551 Butterfield Ranch Road	29.	Hollow Run Nature Park 15959 Peyton Drive	**	Skate Express (Chino) 12356 Central Ave.	**	Yorba Linda Community Center (Yorba Linda) 1501 Casa Loma Avenue
14.	Cinnamon Park 15580 Linden Lane	30.	Hunters Hills Park 6070 Natalie Road	**	Skyview Park 3200 Olympic View Drive	59	Chino Hills Police 14077 Peyton Drive
**	Combined Martial Science (Chino) 13611 12 th Street, Unit A	**	Jazzercise (Chino) 5475-G Philadelphia	43.	Sleepy Hollow Community Building 16801 Rosemary Lane		

** Not Shown on Map

EXHIBIT "A"

CITY of CHINO HILLS

Custodial Flooring Service Schedule

Carpet Cleaning

Location	Carpet Sq. Ft. Total	Traffic Area	Sq. Ft.	Office Area	Sq. Ft.	Others Areas	Sq. Ft.
Government Center							
City Hall	43,620						
Spin Bonnet		every 2 weeks	5,200 a				
Extract		every 6 months	6,500 b	annually	32,790	every 2 weeks monthly	190 o
Extract		monthly	4,330 c				p
Police	17,710						
Spin Bonnet		monthly	3,000 a				
Extract		every 6 months	3,750 b	annually	13,960		
Library	24,400						
Spin Bonnet		every 2 weeks	4,400 a				
Extract		every 6 months	5,150 b	annually	19,250		
Founders Recreation Center							
Founders Rec East	3,600						
Extract		every 2 weeks	2,600 d	every 6 months	700	every 3 months	300 e
Founders Rec West	5,360						
Extract		monthly	1,590 f	every 3 months	3770		
City Yard	5,667						
Extract		every 3 months	520 f	every 6 months	5,150		
Mystic Canyon	220						
Extract						monthly	220 g
Grand Ave Park	0						
Sleepy Hollow	440			every 6 months	330	every 6 months	110 o
Mc Coy Equestrian Center							
Mc Coy Barn	0	N/A					
Mc Coy Reception	0	N/A					
Community Park	0	N/A					

a Walkways (4'width) b Walkways (5'width) c Community Room, Council Chambers d Room A, B, C e Open Office
 f Hallways and Lobby g Two Rugs o Lobby Stairs p Staff Stairs

EXHIBIT "A"

CITY of CHINO HILLS

Custodial Flooring Service Schedule

Vinyl Floor Waxing

Location	Vinyl Sq. Ft. Total	Traffic Area	Sq. Ft.	Office Area	Sq. Ft.	Others Areas	Sq. Ft.
Government Center							
City Hall	7,810						
Strip & Wax						every 3 months	7,810
Police	3,800						
Scrub & Wax		monthly	600 h				
Strip & Wax				every 3 months	3,200		
Wax		every 2 weeks	600 h				
Library	1,420						
Scrub & Wax		monthly	1,420				
Strip & Wax		every 3 months	1,420				
Founders Recreation Center							
Founders Rec East	2,700						
Strip & Wax		monthly	2,040 i			every 3 months	660 j
Founders Rec West	1,840						
Strip & Wax		monthly	870 k			every 3 months	970 l
City Yard	3,060						
Scrub & Wax		monthly	2500 m				
Strip & Wax				every 3 months	560		
Mystic Canyon	1,200						
Strip & Wax		monthly	1200				
Grand Ave Park	1,150						
Strip and Wax		monthly	900 n	every 3 months	250		
Sleepy Hollow	1,220	every 6 months	1220				
Mc Coy Equestrian Center							
Mc Coy Barn	2,990	every 3 months	2990				
Mc Coy Reception	0						
Community Park	110	every 3 months	110				

h Report Writing Room

k Dance Floor

n Meeting Room

i Linoleum Room

l Kitchen and Restrooms

j Restrooms and Kitchen

m Hallways, Lunchroom and Mens Restroom

EXHIBIT "A"
CITY of CHINO HILLS
Custodial Flooring Service Schedule
Other Flooring

	Location	Ceramic Tile Floor		Stone Floor		Rubber Floor		Painted and/or Concrete Floor		Wood Lminate	
		Sq. Ft.		Sq. Ft.		Sq. Ft.		Sq. Ft.		Sq. Ft.	
1	Government Center										
	City Hall		2,950		2,530		760				
	Police		4,250		670		660		860		
	Library		730		1470						
2	Founders Recreation Center										
	Founders Rec East		N/A								
	Founders Rec West		N/A								
3	City Yard		N/A								
4	Mystic Canyon		N/A								
5	Grand Ave Park		N/A						200		
6	Sleepy Hollow		870								
7	Mc Coy Equestrian Center										
	Mc Coy Barn		800								
	Mc Coy Reception		1,960								500
8	Community Park		N/A								