

## CITY OF HERMOSA BEACH

### AGREEMENT FOR JANITORIAL SERVICES

This Agreement for Janitorial Services ("Agreement") is made on this 24<sup>th</sup> day of May 2022, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Valley Maintenance Corp. (hereinafter referred to as the "CONTRACTOR").

### RECITALS

- A. CITY proposes to contract for Janitorial Services as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

**NOW, THEREFORE**, the CITY and the CONTRACTOR mutually agree as follows:

1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - Janitorial Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning July 1, 2022 and ending on June 30, 2026, unless extended in writing in advance by the CITY.
3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-12B through P-16B of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an

invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

4. **CONTRACT ADMINISTRATION.**

4.1. **CITY's Representative.** Unless otherwise designated in writing John Cordova, Public Works Superintendent shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

4.2. **Manager-in-Charge.** For the CONTRACTOR Bruce M. Hwang, Vice President shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such

termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

## 6. **INDEMNIFICATION.**

- 6.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and 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 CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- 6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## 7. **INSURANCE REQUIREMENTS.**

- 7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.
- 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its

elected or appointed officers, officials, employees, agents, or volunteers.

7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
- 7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured

under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
  - 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
  - 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The

CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any

authorized representative and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH  
1315 Valley Drive  
Hermosa Beach, CA 90254

Attention: Joe SanClemente, Director  
Public Works Department

CONTRACTOR:

Valley Maintenance Corp.  
11759 Telegraph Road  
Santa Fe Springs, CA 90670

Attention: Bruce Hwang, Vice  
President

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain

correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 24<sup>th</sup> day of May 2022.

CITY OF HERMOSA BEACH:

CONTRACTOR:



\_\_\_\_\_  
Michael Detoy, City Mayor

\_\_\_\_\_  
Valley Maintenance Corp.

ATTEST:



\_\_\_\_\_  
Bruce Hwang, Vice President



\_\_\_\_\_  
Myra Maravilla, City Clerk

\_\_\_\_\_  
Contractor's State License #

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael Jenkins, City Attorney

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA                    )  
  )ss  
COUNTY OF                                )

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_ (sole owner, a partner, president, etc.)

of \_\_\_\_\_, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership of other financial interest with said bidder in his general business.

Signed \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR: \_\_\_\_\_.

*Bruce Hwang*

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
Date



## LETTER OF TRANSMITTAL

May 10, 2022

City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254

Dear Evaluation Committee

Valley Maintenance Corp. is very pleased to be included in your recent proposal request to provide janitorial services at various city facilities. Valley Maintenance Corp. currently provides janitorial and related services for various commercial properties and local government facilities.

Valley Maintenance Corp. proposes a complete solution for City, Hermosa Beach Janitorial Service Project. We have the combined resources to ensure the project requirements can be fully realized with services that meet and exceed all the work specifications set forth in your RFP. Also I certify that all information submitted with this proposal is truth and correct

Valley Maintenance Corp. is proposes our value-added services as the basis for your service project. Our services are currently being utilized in over 50 client sites through out the Southern California. Subsequent to an analysis of our past experiences, availability of management and supervisory personnel, and thorough review of your project,

We completely understands the tasks and terms to be abided by and takes no exception to the RFP, and instructions are given. Valley Maintenance Corp. certify that such understanding has been considered in the cost schedule of our proposal and our proposal and bid price shall remain valid a period of 90 days from the closing date. Our initial plan is to staff various city facilities with a Contract Manager, responsible for the management and operation of the daily services, including but not limited to, inventory, ordering, and all administrative duties associated with the operation. The janitorial service will be staffed with a capable custodians and supported by our specially trained floor care specialist. We understand the importance of a strong management team and an employee group focused on customer service with attention to detail.


Bruce M.Hwang, vice president of the company, is authorized to make representations for VMC during negotiations and commit VMC to the Agreement and may be reached via the following:

Tel : (562) 948-3020/ Fax :(562) 948-3082 / Cell: (213) 494-1003 / [bmsw129@yahoo.com](mailto:bmsw129@yahoo.com)

Address: 11759 Telegraph Road Santa Fe Springs, CA 90670.

We are committed to excellence in all of our operations and would very much appreciate the opportunity to prove ourselves as a service provider of City of Monterey Park.

Sincerely,

  
Byung S. Lee, President  
(562) 948-3020 Cell: (818) 522-7842  
[bruce@valleymc.com](mailto:bruce@valleymc.com)

**CITY OF HERMOSA BEACH  
PROPOSAL SUBMISSION FORMS**

**JANITORIAL SERVICES  
RFP No. 22-006  
Contract No. PW-MSA 22-004**

**COST PROPOSAL**

TO: CITY OF HERMOSA BEACH ("CITY")

DATE: May, 10, 2022

PROPOSER: Valley Maintenance Corp. ("CONTRACTOR")

The undersigned declares that they have carefully examined the Contract Documents and Addendums No.(s) 1 & 2 and that they are thoroughly familiar with the contents thereof and is authorized to represent the respective firm and propose services to City of Hermosa Beach .

It is understood that the price shown hereon includes all maintenance services described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

In accordance with the Contract Documents prepared by the Engineer and the requirements of the Engineer under said documents, for the prices shown herein.

For each item, the averaged one -month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the Agreement. Proposer must provide costs for all items below.

**COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 will comply with such provisions before commencing the performance of the work of this contract.

**CONTRACTOR: Valley Maintenance Corp.**

  
\_\_\_\_\_  
Byung ( Bruce ) Hwang, Vice President

\_\_\_\_\_

**May, 19, 2022**

\_\_\_\_\_  
Date

**1<sup>st</sup> Fiscal Year**  
**July 1, 2022 – June 30, 2023**

<b>JANITORIAL SERVICES</b>			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$ 940	\$ 11,280
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$ 470	\$ 5,640
3	<b>Clark Building</b> 861 Valley Drive	\$ 473	\$ 5,676
4	<b>Community Center,</b> 710 Pier Avenue	\$ 2,650	\$ 31,800
5	<b>Community Services Building</b> 1035 Valley Drive	\$ 235	\$ 2,820
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$ 140	\$ 1,680
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$ 1,650	\$ 19,800
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue	\$ 1,980	\$ 23,760
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$ 230	\$ 2,760
10	<b>South Park School</b> 1645 Valley Drive	\$ 230	\$ 2,760
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$ 239	\$ 2,868
12	<b>Day Porter Service</b>	\$ 3,300	\$ 39,600
<b>Total</b>		<b>\$ 12,537</b>	<b>\$ 150,444</b>

TOTAL AMOUNT BASE PROPOSAL IN FIGURES **\$ 150,444**

TOTAL AMOUNT BASE PROPOSAL IN WORDS **\$ One hundred fifty thousand four hundred forty four**

In the event of a conflict between the numbers give in figures and in words, the words shall control.

**2<sup>nd</sup> Fiscal Year**  
**July 1, 2023 – June 30, 2024**

<b>JANITORIAL SERVICES</b>			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$ 940	\$ 11,280
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$ 470	\$ 5,640
3	<b>Clark Building</b> 861 Valley Drive	\$ 473	\$ 5,676
4	<b>Community Center,</b> 710 Pier Avenue	\$ 2,650	\$ 31,800
5	<b>Community Services Building</b> 1035 Valley Drive	\$ 235	\$ 2,820
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$ 140	\$ 1,680
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$ 1,650	\$ 19,800
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue	\$ 1,980	\$ 23,760
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$ 230	\$ 2,760
10	<b>South Park School</b> 1645 Valley Drive	\$ 230	\$ 2,760
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$ 239	\$ 2,868
12	<b>Day Porter Service</b>	\$ 3,300	\$ 39,600
<b>Total</b>		<b>\$ 12,537</b>	<b>\$ 150,444</b>

TOTAL AMOUNT BASE PROPOSAL IN FIGURES **\$ 150,444**

TOTAL AMOUNT BASE PROPOSAL IN WORDS **\$ One hundred fifty thousand four hundred forty four**

In the event of a conflict between the numbers give in figures and in words, the words shall control.

### 3<sup>rd</sup> Fiscal Year

**July 1, 2024 – June 30, 2025**

<b>JANITORIAL SERVICES</b>			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$ 970	\$ 11,640
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$ 485	\$ 5,820
3	<b>Clark Building</b> 861 Valley Drive	\$ 485	\$ 5,820
4	<b>Community Center,</b> 710 Pier Avenue	\$ 2,730	\$ 32,760
5	<b>Community Services Building</b> 1035 Valley Drive	\$ 242	\$ 2,904
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$ 145	\$ 1,740
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$ 1,709	\$ 20,508
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue	\$ 2,040	\$ 24,480
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$ 235	\$ 2,820
10	<b>South Park School</b> 1645 Valley Drive	\$ 235	\$ 2,820
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$ 245	\$ 2,940
12	<b>Day Porter Service</b>	\$ 3,400	\$ 40,800
<b>Total</b>		<b>\$ 12,921</b>	<b>\$ 155,052</b>

TOTAL AMOUNT BASE PROPOSAL IN FIGURES **\$ 155,052**

TOTAL AMOUNT BASE PROPOSAL IN WORDS **\$ One hundred fiftyfive thousand fifty two**

In the event of a conflict between the numbers give in figures and in words, the words shall control.

**4<sup>th</sup> Fiscal Year**

**July 1, 2025 – June 30, 2026**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$ 970	\$ 11,640
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$ 485	\$ 5,820
3	<b>Clark Building</b> 861 Valley Drive	\$ 485	\$ 5,820
4	<b>Community Center,</b> 710 Pier Avenue	\$ 2,730	\$ 32,760
5	<b>Community Services Building</b> 1035 Valley Drive	\$ 242	\$ 2,904
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$ 145	\$ 1,740
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$ 1,709	\$ 20,508
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue	\$ 2,040	\$ 24,480
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$ 235	\$ 2,820
10	<b>South Park School</b> 1645 Valley Drive	\$ 235	\$ 2,820
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$ 245	\$ 2,940
12	<b>Day Porter Service</b>	\$ 3,400	\$ 40,800
<b>Total</b>		<b>\$ 12,921</b>	<b>\$ 155,052</b>

TOTAL AMOUNT BASE PROPOSAL IN FIGURES **\$ 155,052**

TOTAL AMOUNT BASE PROPOSAL IN WORDS **\$ One hundred fiftyfive thousand fifty two**

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: \_\_\_\_\_



Signer's Name: **Bruce Hwang** \_\_\_\_\_

Company Name: **Valley Maintenance Corp.** \_\_\_\_\_

Date: May 10, 2022 \_\_\_\_\_



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

## ACKNOWLEDGEMENT OF ADDENDUM No. 1 RFP No. 22-006 for Janitorial Services

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated April 26, 2022.

ATTEST:

Principal:

\_\_\_\_\_  
Valley Maintenance Corp.

Address:

\_\_\_\_\_  
11759 Telegraph Road Santa fe Springs, CA 90670

By:

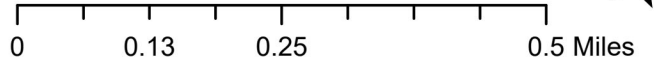
\_\_\_\_\_

Title:

\_\_\_\_\_  
Vice President

# City of Hermosa Beach Facilities

For RFP 22-006  
Janitorial Services





# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

## ACKNOWLEDGEMENT OF ADDENDUM No. 2 RFP No. 22-006 for Janitorial Services

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 2** dated May 5, 2022.

ATTEST:

Principal:

\_\_\_\_\_  
Valley Maintenance Corp.

Address:

\_\_\_\_\_  
11759 Telegraph Road Santa Fe Springs, CA 90670

By:

\_\_\_\_\_  
*[Handwritten Signature]*

Title:

\_\_\_\_\_  
Vice President

# SECTION A

## ACCESS TO SITES

### 1. SIGN-IN REQUIREMENTS

The City shall furnish keys and security codes for access to all locations within this contract. The Police Department shall issue security codes to employees for access to the Police Department Sites and City Hall. Additionally, keys for areas within the Police Department and City Hall, as well as Community Center, City Yard, Clark Building, Bard Street Trailers, South Park Elementary, and Lawn Bowling Green, shall be available at the Police Department (540 Pier Avenue). Contractor shall be responsible for obtaining the keys. For security purposes, the Contractor's employees are required to sign-in with the exact time keys are checked out and returned.

### 2. LOCKING AND UNLOCKING PARK RESTROOMS

Contractor is responsible for locking and unlocking all park restrooms per the schedule below:

LOCATION	SCHEDULE
<b>Clark Field</b> 861 Valley Drive	<b>Open:</b> Monday through Sunday at 5am <b>Close:</b> Monday through Sunday at 10pm
<b>Fort Lots-of-Fun</b> 1102 6 <sup>th</sup> Street	<b>Open:</b> Monday through Sunday at 5am <b>Close:</b> Monday through Sunday at 10pm
<b>Sea View Park</b> 1870 Prospect Avenue	<b>Open:</b> Monday through Sunday at 5am <b>Close:</b> Monday through Sunday at 10pm
<b>South Park</b> 425 Valley Drive	<b>Open:</b> Monday through Sunday at 5am <b>Close:</b> Monday through Sunday at 10pm
<b>Valley Park</b> 2521 Valley Drive	<b>Open:</b> Monday through Sunday at 5am <b>Close:</b> Monday through Sunday at 10pm

Note: Times are subject to change.

### 3. LOCKING BEACH RESTROOMS

Contractor is responsible for locking beach restrooms per the schedule below:

LOCATION	SCHEDULE
<b>2<sup>nd</sup> Street and The Strand</b>	<b>Close:</b> Monday through Sunday at 10pm
<b>14<sup>th</sup> Street and The Strand</b>	<b>Close:</b> Monday through Sunday at 10pm
<b>Pier Restrooms</b> (located on 11 <sup>th</sup> Street and The Strand)	<b>Close:</b> Monday through Sunday at 10pm
<b>22<sup>nd</sup> Street and The Strand</b>	<b>Close:</b> Monday through Sunday at 10pm

Note: There is no cleaning of the beach restrooms. Contractor is only responsible for locking and unlocking. Times are subject to change.

**1<sup>st</sup> Fiscal Year**

**July 1, 2022 – June 30, 2023**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
12	<b>Day Porter Service</b>	\$	\$
Total		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \$ \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

**2<sup>nd</sup> Fiscal Year**

**July 1, 2023 – June 30, 2024**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
12	<b>Day Porter Service</b>	\$	\$
Total		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \$ \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

**3<sup>rd</sup> Fiscal Year**

**July 1, 2024 – June 30, 2025**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
12	<b>Day Porter Service</b>	\$	\$
<b>Total</b>		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \$ \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

## 4<sup>th</sup> Fiscal Year

**July 1, 2025 – June 30, 2026**

JANITORIAL SERVICES			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
12	<b>Day Porter Service</b>	\$	\$
Total		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \$ \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**JANITORIAL SERVICES  
RFP No. 22-006  
Contract No. PW-MSA 22-004**

**PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove, I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Hermosa Beach and Valley Maintenance Corp., and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind Valley Maintenance Corp. to the terms of this affirmation.

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED**

 \_\_\_\_\_  
Signature May 10, 2022  
Date

Bruce Hwang  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

Valley Maintenance Corp.  
\_\_\_\_\_  
Company Name

## **RFP No. 22-006 ~ Janitorial Services Questions and Answers**

- 1. Understanding there is no formal bid walk, is there a chance to see any of the buildings other than the public areas?**

Public Works conducted a mandatory walkthrough meeting on Monday, May 2, 2022, at 10:00 A.M.

- 2. There seems to be conflicting information on bonding. The 'Bid Information' tab states no, however there are pages to be populating in the 'Documents' tab that state otherwise. Please confirm one way or the other.**

No bid bond is required.

- 3. Is there additional buildings or scope of work added from the previous contract?**

Yes. Additional buildings include the park restrooms and Bard Street Trailer.

Added work: Park restroom maintenance and locking/unlocking, Bard Street Trailer, locking up/unlocking of beach restrooms on 2<sup>nd</sup> Street, 14<sup>th</sup> Street, Pier Restrooms (11<sup>th</sup> Street), and 22<sup>nd</sup> Street.

- 4. Term of the current contract.**

The term of the current janitorial contract was July 2017 to June 2020. There have been two extensions. The first extended the contract from July 1, 2020 to June 30, 2021, and a second extended it from July 1, 2021 to June 30, 2022.

- 5. What is the current monthly charge of the current contractor?**

The current monthly charge is \$11,157.44.

- 6. Who is the current contractor and what is the value of the contract?**

The current contractor is Commercial Building Maintenance. The value of the contract is \$590,618 for a term of five years.

- 7. On page 37 in Scope, it mentions that this contract includes landscape maintenance. However, in the outlines of the scope of work we do not see any mention of landscape work to be done. What is the landscape scope and for which buildings?**

No landscape maintenance is required in this contract.

- 8. It says all restrooms will be locked at night – is this in reference to Park restrooms only? What time do restrooms need to be opened in the morning? And it mentions lock time for restrooms in the evenings will be given by the city – is there a general time this is?**

See attached Section A.

**9. Do employees need to be Livescan background checked?**

All employees must complete and pass a Live Scan background. Contractor is responsible for all costs of Live Scans and providing results to the City.

**10. RFP Section X. Additional Insured Status: Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are limited to the extent of our negligence up to the contractually required insurance limits. The blanket additional insured endorsements to our manuscript policies are equivalent to CG 20 10 04 13 and 20 37 04 13, and automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can the insurance requirements in Exhibit C be revised to reflect those parameters?** We suggest the following language:

"The CITY shall be included as an additional insured, to the extent of the Contractor's negligent performance of the services under the Agreement up to the required insurance limits. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract."

The City is agreeable to making reasonable adjustments to the insurance language during negotiations with the top ranked proposer. The City does not require full insurance policies; it does require additional insured endorsements. The City is agreeable to waiving consequential damages. The City will not agree to liability caps.

**11. Insurer Rating: Our insurance is written in manuscript form and our insurance program is fixed annually, so we are unable to give a client approval right over our insurers. However, Allied Universal can agree that our insurers will have an A.M. Best Rating of at least A-:VII. Would this be acceptable to the City?**

The City is agreeable to making reasonable adjustments to the insurance language during negotiations with the top ranked proposer. The City does not require full insurance policies; it does require additional insured endorsements. The City is agreeable to waiving consequential damages. The City will not agree to liability caps.

**12. Verification of Coverage: Allied Universal provides certificates of insurance evidencing coverage rather than delivering copies of its insurance policies. Can the insurance requirements be revised to reflect this?**

The City is agreeable to making reasonable adjustments to the insurance language during negotiations with the top ranked proposer. The City does not require full insurance policies; it does require additional insured endorsements.

The City is agreeable to waiving consequential damages. The City will not agree to liability caps.

**13. Price Adjustments: Section 3 - Since a four (4) year term is contemplated, is annual pricing adjustment subject to mutual agreement of the parties?**

There is a bid schedule provided for each fiscal year. No additional adjustments will be made.

**14. Will the contractor be permitted to raise rates when and as needed at any time during the initial term and any renewal term to recoup increases due to the following additional costs that are outside of the contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?**

There is a bid schedule provided for each fiscal year. No additional adjustments will be made.

**15. Indemnification: Section 6.1 – Our company stands behind our services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of services under client agreements. Further, our company's standard commercial terms include a disclaimer of consequential damages and a reasonable liability cap. Can the Indemnification provision in Section 6.1 of the Sample Agreement be revised to reflect these parameters?**

- a. Further, Allied Universal's indemnification claims are defended by counsel appointed by our insurers and are not subject to approval or rejection by our clients. While the City would be free to choose its own defense counsel, we would be unable to reimburse the City for defense costs in that situation. Would the City be willing to waive this provision in Section 6.1?

The City is agreeable to making reasonable adjustments to the insurance language during negotiations with the top ranked proposer. The City does not require full insurance policies; it does require additional insured endorsements. The City is agreeable to waiving consequential damages. The City will not agree to liability caps.

**16. Deductibles and Self-Insured Retentions: Section 7.2.3 and Section 7.6 - Allied Universal maintains insurance deductibles and retentions that have been deemed optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced**

**with respect to a certain client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the City require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Would this be acceptable to the City in lieu of the right to approve our SIRs and deductibles?**

The City is agreeable to making reasonable adjustments to the insurance language during negotiations with the top ranked proposer. The City does not require full insurance policies; it does require additional insured endorsements. The City is agreeable to waiving consequential damages. The City will not agree to liability caps.

**17. Is there a current contractor in place?**

Yes. The current contractor is Commercial Building Maintenance.

**18. What is the current contractor's award amount and term?**

The value of the contract is \$590,618 for a term of five years.

**19. Are there current City of Hermosa Beach employees?**

The City understands this inquiry to be in regards to City employees conducting janitorial services. All janitorial services are performed by a contractor.

**20. What are the current employees hourly rate?**

California minimum wage requirements apply.

**21. Will the contractor be responsible for materials, equipment, supplies and chemicals?**

Yes. Contractor must furnish all materials, equipment, supplies, and chemicals.

**22. Where do we add the day porter price? There is no line on the price sheet.**

See attached revised Proposal Schedule.

**JANITORIAL SERVICES  
RFP No. 22-006  
Contract No. PW-MSA 22-004**

**REFERENCES OF WORK**

Date: **May 10, 2022\_**

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work within the past five years.

1.

Name and address of Public Agency – **City of Monterey Park , Janitorial Services  
310 W. Newmark Ave Monterey Park, CA 90631**

Name and Telephone No. of Project Manager **Chris Reyes 626 307-2506**

Contract Amount **\$ 312,000 / Annual** Type of Work Date Completed **On Going since 2016**  
-----

2.

Name and address of Public Agency – **Cal State University Los Angeles Student Union  
Custodial Services  
5154 State University Dr. Los Angeles CA 92701**

Name and Telephone No. of Project Manager **Martin Sandoval 323 343 - 2456**

Contract Amount **\$168,000 / Annual** Type of Work Date Completed **On Going since 2018**  
-----

3.

Name and address of Public Agency – **Superior Court of County of San Bernardino  
Janitorial and Day Porter Services  
234 West #rd Street San Bernardino, CA 92415**

Name and Telephone No. of Project Manager **David Gonzales 909 709-8742**

Contract Amount **\$ 636,000 / Annual** Type of Work Date Completed **On Going since 2015**

For additional References, please add separate sheets

**END OF PROPOSAL SUBMISSION FORMS**

CITY OF HERMOSA BEACH

SAMPLE AGREEMENT FOR JANITORIAL SERVICES

This Agreement for Janitorial Services ("Agreement") is made on this 10th day of May 2022, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Valley Maintenance Corp. (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. CITY proposes to contract for Janitorial Services as set forth below in this Agreement ;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

**NOW, THEREFORE**, the CITY and the CONTRACTOR mutually agree as follows:

1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - Janitorial Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning \_\_\_\_\_, 2022 and ending on \_\_\_\_\_ unless extended in writing in advance by the CITY.
3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-\_\_\_ through P-\_\_\_ of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an

invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

#### 4. **CONTRACT ADMINISTRATION.**

4.1. **CITY's Representative.** Unless otherwise designated in writing \_\_\_\_\_, Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

4.2. **Manager-in-Charge.** For the CONTRACTOR Bruce Hwang shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager -in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

#### 5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such

termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

## 6. **INDEMNIFICATION.**

- 6.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and 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 CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## 7. INSURANCE REQUIREMENTS.

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$ 2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2. 1 below.

7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its

elected or appointed officers, officials, employees, agents, or volunteers.

7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured

under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The

CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any

authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH  
1315 Valley Drive  
Hermosa Beach , CA 90254

Attention: Joe SanClemente, Director  
Public Works Department

C O N T R A C T O R :  
Valley Maintenance Corp.  
11759 Telegraph Road  
Santa Fe Spring Rd. CA 90670

Attention: Bruce Hwang

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain

correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of May, 10, 2022.

CONTRACTOR: (Company Name)

  
Valley Maintenance Corp.

Bruce Hwang, Vice President

Contractors State License #: \_\_\_\_\_

CITY OF HERMOSA BEACH:

\_\_\_\_\_  
City Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA                    )  
  )ss  
COUNTY OF LOS ANGELES            )

Byung (Bruce) Hwang

being first duly sworn, deposes and says that he is

Vice President

(sole owner, a partner, president, etc.)


of Valley Maintenance Corp., the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership of other financial interest with said bidder in his general business.

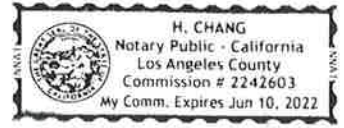
Signed 

Vice President

Title

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2022.

  
Notary Public H. Chang



PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

Commission # 2242603  
My Comm. Expires Jun 10, 2022

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

S.S.

Subscribed and sworn to (or affirmed) before me on this 10<sup>th</sup> day of May,  
Month

2022, by Byung Moon Hwang and  
Name of Signer (1)

[Signature], proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature of Notary Public



For other required information (Notary Name, Commission No., etc.)

Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Noncollusion Affidavit to be executed by each Awardee of a principal Contract

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: 213-738-9714

Other

Affiant(s) Thumbprint(s)  Describe: \_\_\_\_\_

H. CHANG  
Notary Public - California  
Los Angeles County

**COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 will comply with such provisions before commencing the performance of the work of this contract.

**CONTRACTOR: Valley Maintenance Corp.**

\_\_\_\_\_  
Bruce Hwang, Vice President

\_\_\_\_\_  
May, 10, 2022

Date

# COMPANY PROFILE

## Introduction



**VALLEY MAINTENANCE CORP**

11759 Telegraph Road

Santa Fe Springs, CA 90670

Tel: (562) 948-3020 Fax: (562) 948-3082



## Making quality cleaning a priority



Valley Maintenance is trusted by businesses across the state of California and commercial properties for one reason: our reputation is as spotless as the facilities we keep clean and customer service with excellent communication.

As your partner in cleaning, Valley Maintenance knows that a sparkling and well maintained facility is an important investment in the image of your business.

For more than 22 years Valley Maintenance has set new standards within janitorial cleaning services nationwide by offering efficient and flexible cleaning solutions. All of our solutions are focused on each customer's needs and preferences.

We are constantly developing new methods, tools, and materials to improve our cleaning methods as well as the working conditions of our employees while minimizing negative effects on the environment. Ongoing quality control ensures that we consistently live up to high expectations.

## OUR COMPANY – AT A GLANCE

NAME OF FIRM: Valley Maintenance Corp.	
MAIN OFFICE : 11759 Telegraph Road Santa Fe Springs, CA 90670	
TELEPHONE NUMBER: (562) 948-3020	
FACSIMILE NUMBER: (562) 948-3082	
E-MAIL ADDRESS: <a href="mailto:bruce.h@valleymco.com">bruce.h@valleymco.com</a>	WEBSITE: <a href="http://www.valleymco.com">www.valleymco.com</a>
CONTACT PERSON (Authorized sign the Agreement): Bruce M. Hwang, V.P. of Operations	
TELEPHONE NUMBER: (213) 494-1003	
SECONDARY CONTACT PERSON ; Eugene Lee, Vice President	
EMERGENCY CONTACT NUMBERS; 213-494-1003 / 818 606-0725	
CITY BUSINESS LICENSE #: 715031-74, City of Los Angeles	
FEDERAL EMPLOYER ID # : 20-4099011	
Dun and Bradstreet Number : 01-084-6051	
COMPANY STATUS: Minority Owned Small Business certified by the Port of Long Beach	
Form of Ownership : California S Corporation 263-8981-7	
YEARS IN BUSINESS: 22 Years	
TERRITORIAL COVERAGE : Most of the Southern California	
NUMBER OF EMPLOYEES : Management : 3 Supervisor : 5 Custodian: 165	
CORPORATION ( x ) PARTNERSHIP ( ) JOINT VENTURE ( ) SOLE PROPRIETOR ( )	
NAMES AND TITLE OF COMPANY PRINCIPALS:	
Byung S. Lee, President / Eugene Lee, Vice President / Bruce M. Hwang, V.P. of Operations	
INSURANCE INFORMATIONS – Liability : 5 million Worker's Com. : 1 million Auto : 1 million	
ANNUAL CONTRACT VALUE OF 3 LARGEST JANITORIAL SERVICE CONTRACTS IN PAST 3 YEARS :	
City of Irvine - \$ 1,116,750 / Union Pacific- \$ 967,550 / City of Santa Ana- \$ 327,800	
NEGATIVE HISTORY: Valley Maintenance Corp.has no negative history and has not been involved in any contract failures. Valley Maintenance Corp. is also not involved in any pending inveastigations.	
EMPLOYEE TURNOVER RATES: Year 2021 – 2.3 % Year 2020 – 5.4 %	
INDUSTEIAL SAFETY RATES 2021 : 0.083 2020: 0.091 2019: 0.087	

YOAN KIM, CPA  
680 WILSHIRE PL. #406  
LOS ANGELES, CA 90005  
TEL.(213) 386-2313 FAX (213) 385-1430

VALLEY MAINTENANCE CORP.  
11759 TELEGRAPH ROAD  
SANTA FE SPRING CA 90670

I have reviewed the accompanying balance sheet of VALLEY MAINTENANCE CORP. as of Sep 30th 2015 and the related statements of income and retained earnings and cash flows for the year then ended in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Valley Maintenance Corp.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

My review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying is presented only for supplementary analysis purposes. Such information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was compiled from information that is the representation of the owner, without audit or review. Accordingly, I do not express an opinion or any other form of assurance on the supplementary information.

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Yoan Kim, CPA

Dec. 14th, 2021

VALLEY MAINTENANCE CORP  
BALANCE SHEET  
AS OF SEPTEMBER 30TH 2021

ASSETS

CURRENT ASSETS		
CASH ON HAND IN BANK	310,215	
ACCOUNT RECEIVABLE	1,163,213	
TOTAL CURRENT ASSET		1,473,428
PROPERTY AND EQUIPMENT		
AUTOMOBILE	381,435	
EQUIPMENT	91,425	
OFFICE EQUIPMENT	6,587	
TOTAL	479,447	
LESS : ACCUM.DEPRECIATION	253,825	
TOTAL PROPERTY AND EQUIPMENT		225,622
OTHER ASSETS		
DEPOSIT	38,640	
TOTAL OTHER ASETS		38,640
TOTAL ASSETS		1,737,690

LIABILITIES AND OWNER'S EQUITY

CURRENT LIABILITIES		
ACCOUNT PAYABLE	282,325	
INCOME TAX PAYABLE	68,102	
PAYROLL TAX PAYABLE	6,269	
ACCRUED EXPENSE	3,000	
DUE SHAREHOLDER		
TOTAL CURRENT LIABILITIES		291,594
LONG TERM LIABILITY		
AUTO LOAN	42,961	
		42,961
SHAREHOLDER'S EQUITY		
COMMON STOCK	720,860	
RETAINED ERANING		
BEG BALANCE	530,569	
NET INCOME	151,706	
END BALANCE	682,275	
TOTAL RETAINED EARNING		1,403,135
TOTAL LIABILTIES AND SHAREHOLDER'S EQUITY		1,737,690

VALLEY MAINTENANCE CORP  
 INCOME STATEMENT  
 FOR ONE YEAR ENDING SEP 30TH 2021

TOTAL INCOME		8,002,541
COST OF GOOD SOLD		
MATERIAL & SUPPLY	68,755	
SUBCONTRACT	964,785	
LABOR	4,942,515	
TOTAL COST OF GOOD SOLD		<u>5,976,055</u>
GROSS PROFIT		2,026,486
OPERATING EXPENSES		
AUTOMOBILE	36,985	
BANK CHARGE	3,022	
DEPRECIATION	59,121	
EQUIPMENT RENTAL	41,255	
EMPLOYEE BENEFIT	94,325	
INSURANCE	271,556	
INTEREST	1,214	
LEGAL & ACCOUNTING	34,260	
OFFICE EXPENSES	18,925	
OFFICER SALARY	210,340	
RENT	350,241	
PAYROLL TAX	301,421	
PROMOTION	25,240	
REPAIR & MAINTENANCE	2,355	
TAX & LICENSE	23,852	
TELEPHONE	10,255	
TRAVEL	4,556	
UTILITIES	5,012	
WAGE	308,520	
MISC	4,223	
TOTAL OPERATING EXPENSES		<u>1,806,678</u>
NET OPERATING INCOME		219,808
OTHER EXPENSE		
PROV. FOR INCOME TAX		<u>68,102</u>
NET INCOME		151,706

# INTRODUCTION

## COMPANY HISTORY

Valley Maintenance, Corp. is a small and minority owned commercial building maintenance company established in 1991. Since its inception, Valley Maintenance has never failed or refused to complete any service contracts and has grown to become one of the premier janitorial service providers in the Southern California. Currently employing over 300 service workers covering an average of a multi million square feet per day. Valley Maintenance has the management experience, availability of supervisory personnel, financial capability and resources to accomplish all of the requirements of commercial properties. Our management staff has over one hundred years combined experience in the janitorial industry. We are proud of this fact and believe we are able to staff, function and perform to any specifications presented to us.

## EMPLOYEE TRAINING

Training is mandatory for every employee to formulate and secure our high standard of operations. From the simplest to the most complicated assignments, each member of our team is completely prepared before tackling each job. After careful screening of all Valley Maintenance personnel, mandatory training, with a minimum of 90 days supervised field-training employees are assigned to job locations. The training is followed by in-service instruction by their supervisors to update and review techniques.

## OUR EMPLOYEES

Valley Maintenance employees are carefully screened and selected. They are trained, not only in the latest cleaning techniques, but care for specific premises with the specific use of industrial chemicals and equipment unique to each premise. To achieve our goal of customer satisfaction, we strive to create a feeling of pride in the performance of our employees. Valley Maintenance personnel work on a performance incentive program are used to maximize quality work, therefore, providing you with the consistency of a quality maintenance company.



## EXPERIENCE AND CAPABILITY

The company is divided into two commercial service divisions: 1) retail properties providing specific floor care services and 2) all other commercial properties serving government facilities, office buildings, private schools, airport terminals and medical centers as well as industrial properties.

Valley Maintenance bonds and insures more than 300 employees and performs custodial services for many commercial properties as well as retail stores for the last 20 years. The crew and supervisors take pride in using only *QUALITY* products, *PROFESSIONAL* skills and *STATE-OF-THE-ART* equipment and our training program and quality control program assures their performance.

We believe the primary element in the successful performance of contract janitorial service is management and supervision. Exemplary management ensures top service. The Operation Manager is headquartered at the corporate office. The Operation Manager directs the on-site supervisors. The on-site supervisor is in charge of the each project and directs and supervises assigned custodians.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They call on customers and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or crew Foreman handles front line, on the job supervision.

With over a century of collective managerial and operational skills, Valley Maintenance has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients.



## VALUE ADDED MISCELLANEOUS SERVICES

Valley Maintenance has been providing clients with the following commercial facility services:

- \* Complete Janitorial Services
- \* Window Washing Service
- \* Carpet and Stone Care
- \* Landscaping Services
- \* Controlled Environment Cleaning
- \* Pest Control Services
- \* Fleet Washing Services
- \* Parking Lot Sweeping & Scrubbing
- \* Ramp and Runway Scrubbing Services
- \* Construction Clean Up Services

Valley Maintenance understands the issues that facility managers face daily. Based on our knowledge and experience in dealing with janitorial contractors and cleaning personnel, We has developed a number of value-added services to supplement our facility service solutions.

Valley Maintenance is proficient in concrete, marble and terrazzo hard floor cleaning and sealing, carpet and upholstery cleaning, parquet floor care, static free tile and computer raised floor care, linoleum care and vinyl/asbestos tile maintenance. We believe in providing services that exceed our customer's expectations and we will work with them closely to achieve our goals. We stands behind our services with a 100 % service guarantee.



We have provided our customer with excellent flooring products and professional, personalized customer service and support. We genuinely take pride in each job we perform,

### **MARBLE / TERRAZZO INTENSIVE PROGRAM.**

Marble/Terrazzo flooring is known for its durability, but it still requires proper maintenance and periodic restoration or it will lose its shine and brilliant color. Our routine maintenance begins with an environmentally preferred neutral floor cleaner to remove grime, soil, and particles that can scratch and damage the surface. We use products that will not leave behind residue that can make the surface slippery. Our floor Intensive service restores the dazzle of your terrazzo floor with a professional diamond honing technique and process. Unlike other services, we finish the process without using any waxes or sealers. VMC uses a system that naturally restores shine and durability, while preventing any staining and discoloration.



## TILE & GROUT INTENSIVE

Ceramic tile is one of the most abused and overlooked floor and wall surface in the building simply because of the care involved in cleaning it. Tile & Grout Intensive Program restores Dingy, Discolored, and Stained Tile Grout surfaces to pristine condition without the use of expensive restoration processes while maintaining the integrity of the original tile work.



## CARPET INTENSIVE PROGRAM



### DEEP CLEANING – TRUCK MOUNTED HYDRA MASTER RX-20 EXTRACTION

Over a period time, soil, and grit become lodged at the base of the carpet fiber and must be removed, especially in high traffic areas. Cleaning at this stage requires aggressive agitation, cleaners and pressurized hot steam. Deep cleaning should be done twice a month or monthly depending on traffic and soil loads. Truck Mounted Hydro Master RX-20 Rotary Jet Extraction offer one of the most aggressive forms of carpet extraction. This type of equipment heats water to the ideal temperature and use high pressure, cleaners, heavy duty suction, and agitation to remove dirt and grit. An operator can extend hose Up to 600 feet from the equipment with minimal loss in effectiveness. Also use self-contained box-style extractor for areas unable to reach by truck mount units.

# PLAN FOR PROVIDING REQUIRED SERVICES

## JANITORIAL SERVICE OVERVIEW

Valley Maintenance Corp. will supply management support, supervision, cleaning personnel, and all necessary supplies and equipment to clean and maintain your facilities according to the Cleaning Specifications. We will provide sufficient on-site night shift personnel to meet or exceed required specifications to clean and maintain your facilities.

Our nightly Lobby, Corridors, Offices, Meeting Rooms and Restrooms cleaning routine includes but is not limited to:

- Utilize **Green Cleaning Program**.
- Restroom cleaning, restocking and disinfecting
- Trash can maintenance, collection, removal and sanitize inside and outside
- Sweep, mopping and vacuuming floors
- Clean and polishing desks and chairs.
- Complete cleaning of auditorium including seats and floors.
- Detail cleaning such as nightly spill and gum removal from all floors, carpets and seat fabric.
- Use back pack type hose vacuum cleaner to clean hard to reach areas- under the furniture and corners.
- Utilize our company's unique **FLOOR INTENSIVE PROGRAM**
- Carpet Extraction Clean with truck mounted.

Valley Maintenance Corp. will develop and maintain a daily, weekly and monthly cleaning log and check list to ensure all tasks are completed according to Cleaning Specifications. Cleaning log is to indicate date , time and name of personnel that completed tasks. The logs are to be submitted to the center weekly. The site supervisor will be required to do a weekly walkthrough with the Facility Management.

### GREEN CLEAN



## OPERATION PHILOSOPHY

VMC emphasize three key qualities characteristic of our entire company. Excellence, Efficiency and Improvement. Our goals are to enhance your property, acquire improved visual appeal, increase your tenant comfort level, and attract customers by consistently creating a showcase environment while maintaining a competitive budget. The technical solution is based on a flexible and customized approach to providing your facility with adequate direct and indirect labor hours to exceed the scope of services required.

### WORK STATEMENT – Project Start-up & Ongoing Services

- A. VMC will provide experienced and competent cleaning personnel to perform all phases of services to be rendered under this contract.
- B. The supervisory and on-site personnel will, upon our receiving notice of contract award, spend the necessary amount of time at your project accomplishing the following:
  - Facility familiarization;
  - The commencement of establishing daily schedules, work assignments
  - Coordinating with property management to establish any non-standard safety and security processes, including energy conservation procedures and methods, and reporting methods and forms.
  - Key management and custodial staff (leads and porters) shall be proficient in English in order to communicate with property manager, tenant, and general public.
- C. VMC operational staff will accomplish frequent inspections of your facility, interface with our supervisory staff and interface with designated customer representatives on a frequent basis. We recommend that regular scheduled monthly meetings between our operational personnel and your designated project staff be established and commenced regularly to discuss the status of services being performed.
- D. Facility Management shall have access to the Contract Manager during all hours custodial services are performed. The On-site Manager, as well as the supervisors, shall be equipped with mobile phone and radio for immediate accessibility.

## IMPLEMENTATION PLAN

Valley Maintenance's management is goal oriented, which places primary emphasis on solution-seeking behavior and on-the-job results. Accordingly, the first step in developing a specific management approach for a newly proposed business is to create a clearly defined set of performance standards for the job and proceed to develop a basic operation plan customized around those standards. Performance goals which must be achieved – on schedule with Quality Assurance in mind –for the provision of custodial and related services at your facilities are:

1. Safe, clean, sanitary premises; maintain all facilities at a peak level of “just opened” appearance at all times.
2. Cooperative interface with property manager assigned to this project.
3. Preventive, as well as corrective actions.
4. Flexibility and adaptability.
5. Provision of custodial services with respect for the important and complex work being performed.

With that in mind, we propose a comprehensive and continuing program encompassing the provision of personnel, supervision, and related requirements and services necessary to provide full and complete custodial services as described in the work specifications.

## TECHNICAL RESPONSE REQUIREMENTS

Valley Maintenance proposes to use methods and procedures that have proven successful on large custodial service contracts that we have managed. Our techniques have evolved and been refined over the years. Here we address the ability of our firm to ensure that all personnel assigned to provide services under the proposed contract meet or exceed standard for quality and appearance in the performance of their tasks. In order to do so, we have isolated the important steps that we take to accomplish this. First of all, we must know the contract requirements. One of the first tasks, upon notification of contract award to our company, is management indoctrination of the requirements of the contract. Key company personnel will be assigned to this project in support of the local, on-site, management and supervisory staff. These persons will be responsible to oversee and to manage this project. Therefore, at all levels of responsibility, detailed knowledge and understanding of the contract requirements must be established. At the company level, the Operations Manager, the Quality Control Manager, and the President are required to know and understand the contract requirements. The following attachments are our company concept for providing supervision and quality control to include special methods for monitoring performance and communication.

# START UP AND ONGOING MANAGEMENT PLAN

## I. SCOPE OF WORK

### A. TWO WEEKS PRIOR TO COMMENCEMENT

Review Equipment and Supplies

Introduce Contract Manager & On-site supervisor

Walk entire facility noting areas that need special attention and improvements

Review trash removal procedures including recycling program

Organize all Equipment and supply storage

Set delivery time for supplies and equipment

Formulate crew

Establish job assignment – Review all work requirements, density of building, physical layout, and time constraints. Structure a plan for cleaning the facility, coordinate the workers into the assignments in an effective manner

### B. ONE WEEK PRIOR TO COMMENCEMENT, MEETING WITH PROPERTY MANAGER

Introduce Valley Maintenance staff

Receive floor plans

Review keying/security procedure

Reviewing janitorial log book implementation

Set up daily, periodic work schedules and inspection schedules.

Deliver and confirm emergency phone, pager numbers and customer service guidelines.

### C. COMMENCEMENT DATE

1. Janitorial management staff assembles at building
2. Preparation for arrival of crew and commencement of cleaning

## II. SUPERVISORY PLAN

### A. CONTRACT MANAGER

Liaison with facility management and tenants

Provide Quality Control program

Review schedules with facility management

### B. ON-SITE SUPERVISOR

1. Administer overall supervision to building janitorial staff
2. Review with crew daily, request, complaints and scheduling
3. Responsible for maintaining security and proper cleaning standards
4. Ensures periodic work is accomplished per schedule

## MANAGEMENT AND SUPERVISION

The primary element in the successful performance of contract janitorial service is management and supervision, top management of the janitorial service operation. Directly under the Operation Manager, who is headquartered at our main office, directs a number of on-site supervisors. The on-site supervisor is in charge of each project and directs/ supervises a number of assigned custodians.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the people under his supervision. He trains and assist his personnel, calls on our customers and assist them with any problems they may have. He is fully responsible for maintaining the quality of our services.

Front line supervision is handled by the Supervisor or crew Foreman who works from six o'clock in the evening to three o'clock in the morning. With over a century of collective managerial, operational and janitorial skills, Valley Maintenance has continued to grow both size and reputation we pride ourselves in being able to meet the highest expectation of our many satisfied clients.

### **MANAGEMENT**

Valley Maintenance shall conduct inspections to insure that work is being accomplished in accordance with our standard and to the satisfaction of the customer. A representative will conduct periodic daytime inspection with key management personnel to assure work performance is being met.

### **SUPERVISION**

Valley Maintenance will provide qualified supervision to assume responsibility for personnel while performing the services as outlined in the cleaning schedule. Supervisors assigned to the account will thoroughly briefed on all specifications and requirements.

### **JOB ASSIGNMENTS AND WORK LOADING**

A three person team utilizes their experience in organizing the work program for your facility : Contract Manager, Quality Control, and On-site Supervisor whose direct responsibilities of the facility will be :

- Work specifications, density of building, physical layout, and time constraints.  
This team structures a plan for cleaning the facility, then fits people into the plan by making the most effective assignments possible.
- Each assigned custodian is then trained to perform their assignment (Training Program) The objective is thoroughness and efficiency, so that custodian is trained in a system and is taught to use methods developed and proven by **BSCAI** ( Building Services Contractors Association international ). The custodian is made familiar with in total work specifications as well as the individual requirements of his/her assignment.

## KEY PERSON PROFILE

### BRUCE M. HWANG : CONTRACT MANAGER



#### WORK EXPERIENCE with AIRPORT & GOVERNMENT SERVICE CONTRACTS

YEARS	LOCATION	ROLES FOR THE PROJECT
1980 - 1995	LAX – TWA, LAX Terminal 2	Supervisor.
1996 - 2004	City of Riverside City of Pasadena San Francisco Airport	Contract Manager
2005 - 2021	City of Palos Verde City of Irvine City of Santa Ana Superior Courts	Contract Manager

### JUAN CONTRERAS : SUPERVISOR



#### WORK EXPERIENCE with AIRPORT & GOVERNMENT SERVICE CONTRACTS

YEARS	LOCATION	ROLES FOR THE PROJECT
1990 - 1995	City of El Segundo City of Buena Park LAX Terminal 2	Supervisor.
1996 - 2021	Burbank Airport City of Santa Ana LA County Sanitation	Project Manager

### VILMA MONARREZ : LEAD CUSTODIAN



#### WORK EXPERIENCE with GOVERNMENT SERVICE CONTRACTS

YEARS	LOCATION	ROLES FOR THE PROJECT
2001 - 2009	City of Long Beach City of Buena Park	Day Porter
2010 - 2019	City of Riverside City of Tustin City of Irvine	Lead Custodian

### PEDRO JIMENEZ : FLOOR CARE SPECIALIST /CARPET CLEAN EXPERT



#### WORK EXPERIENCE with AIRPORT & GOVERNMENT SERVICE CONTRACTS

YEARS	LOCATION	ROLES FOR THE PROJECT
1990 - 1995	City of Long Beach City of Buena Park LAX Terminal 2	On Site Supervisor.
1996 - 2010	City of Santa Ana City of Tustin	Floor Care Specialist
2010 - 2019	City of Irvine	Floor Care Specialist

# PERSONNEL PROGRAM

Valley Maintenance has always been highly selective in the hiring of our employees. From the recruitment of a Operation Manager to the hiring of a member of the custodial staff, nothing is left to chance.

## HIRING NEW EMPLOYEES

From the time an applicant fills out an employment application, he or she is covered by a formalized personnel program administered by an experienced staff. Each applicant is subject to an extensive three-point background check prior to permanent employment.

## EMPLOYEE ORIENTATION

1. To give the new employee a sense of belonging.
2. Provide necessary job related information.
3. Introduce the worker to his job.
4. Assess his initial performance.

Periodic follow-up interview, coupled with quarterly performance ratings, afford GBM the opportunity to appraise and scrutinize each employee's job performance, work attitude and reliability. Our company's Personnel Program has resulted in low employee turnover and an extremely low accident rate and the reassuring knowledge that every our employees are honest, well-trained and reliable professional.

## APPEARANCE

Valley Maintenance personnel will work in neat and clean uniforms. Company will furnish employees with a sleeve shirt, or some other type of upper body wear, bearing the company's identification. Appropriate uniforms will be worn at all times, including personnel who are being trained.



## COMMUNICATION SKILLS

Valley Maintenance will ensure that all member of custodial crew, on-site, will be able to Communicate in English both verbally and in writing. All custodial personnel will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

## SECURITY PRECAUTIONS

Custodial personnel will not allow anyone on the premises unless they are specially assigned by the Contract Manager to do custodial services at the facility. This rule will be strictly enforced.

## NETWORK MANAGEMENT

**CUSTOMER SERVICE** : For your convenience, we established a separate private phone number direct to our customer service department. If you need to know any information, need to schedule special service, or have any problems, we encourage use this 24/7 switch board number.

**562-948-3020**

**WORK UNATTENDED** : Any work left undone shall respond within 30 minutes to clean up after the notification of failure to perform.

**EMERGENCIES** : After business hour and on weekends a professional answering service will answer your calls and contact the right personnel. This number is always staffed. In the event of an emergency at your location (Floods, Fires, Property Damage, etc.) requiring clean up or other tasks, Valley Maintenance has the personnel available 24 hours a day, seven days a week, at your direction for a specified rates.

*WE ARE COMMITTED TO PROVIDING YOU WITH A HELPFUL AND GOOD CUSTOMER SERVICE DEPARTMENT.*

## COMMUNICATIONS

One of the common and frequent complaints in our industry is lack of communication. Valley Maintenance has studied this issue and developed several Methods of communication.

1. Update personnel list monthly and provide phone list for key personnel and office contacts.
2. Our operation department personnel and supervisors are bilingual for your convenience.
3. We maintain a log book at your designated area, in which be initialed and the book will be checked everyday for any special instruction or requests.
4. In order to find out how service is being performed, our customer service representative will make monthly visit to your location.
5. Customer service phone line is open 24 hours 7 days.
6. Personnel carry pagers and are equipped with cellular phones.
7. Monthly written Quality Control Reports and physical inspection are maintain your account.

Please exam enclosed sample of our company's *Resolution Procedure, Daily Service Log Book, Quality Control Report, Follow-up Procedure as well as Supervisor's Report.* \*\*





## QUALITY CONTROL PROGRAM

Valley Maintenance will establish a complete Quality Control program to assure the specified requirements of the contract provided. The program shall include, but not be limited to the following :

1. An inspection system concerning all the services stated in the cleaning requirements.

Check list used in inspecting contract performances during regularly scheduled or unscheduled inspections.

2. The check list shall include every area of the operation serviced by Jani-Max as well as every task required to be performed.

3. The system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

## PROPER FLOOR CARE

Regardless of the floor type or types of flooring you have in your building, if they are to have a pleasing appearance and provide the years of service you have the right to expect, there are several important factors that simply cannot be overlooked.

\* Neglect can make maintenance and replacement very expensive.

\* Wrong methods of maintenance can ruin floors within a month or few months.

With this in mind, Valley Maintenance developed a special floor care program that will deliver a brilliant level of shine on a consistent basis as well as carpet cleaning system. Our experienced floor crew is equipped with both the products and service you'll need to make your floor appearance more effective, productive and cost effective.

# QUALITY CONTROL, INSPECTION PROCEDURE

## **SUPERVISOR**

Valley Maintenance will provide thoroughly trained On-Site Working Supervisor. Supervisor will be physically located during normal work shift, Monday through Friday so that such is readily available to deal with the day-to-day operation of the contract. Supervisor shall be knowledgeable in all aspects of the contract service operation and will monitor each individual custodian's performance.

## **WEEKLY, MONTHLY INSPECTIONS**

Supervisor will walk through each restroom with check list and will conduct the weekly inspection and fill out the form at the end of the week ( Friday ). Also Supervisor will conduct weekly joint inspection tour with facility Manager. Quality Control Manager and Supervisor will walk through each restroom with check list and will conduct Monthly inspection and fill out the form at the end of the month ( Last Friday of the Month ).

## **UNSCHEDULED INSPECTION**

Quality Control Manager will conduct unscheduled inspection during normal working hour at least twice a month and make a report to the Contract Manager. The purpose of unscheduled inspections are to make sure all the tasks and services are being performed to acceptable condition and to identify deficiencies in the quality of service performed before the level of service becomes unacceptable.

*Where a deficiency has been observed, Quality Control will notify the Contract Manager for resolution.*

## **FOLLOW-UP INSPECTIONS**

Quality Control Manager will conduct Follow-up inspections of all work found to be deficient on the Monthly initial inspection. Quality Control will notify to the Contract Manager on any item found to be defective on this second inspection. Deficiencies found on this second inspection will be corrected immediately.

## **WORK SUMMARY REPORT**

A Monthly Summary report will be turned in to the Property Manager on the first work day of the month indicating all completed or in-progress work and any corrective action taken.

# EQUIPMENT AND SUPPLIES

## CONTROLLED ENVIRONMENTAL SERVICES PROGRAM

Priority Services is committed to improving the working environments of our customers. Our operating philosophy is grounded on a belief that we should be a leader in our industry in implementing environmental program.

To do this, we developed **GREEN CLEAN** program that leverage recent environmental innovations and that support our client's effort to manage green buildings.

The **GREEN CLEAN** program is founded on following modus operandi.

- Purchase products and equipment that minimize or eliminate any harmful impact to the environment.
- Ensure that the products we use and our operations are safe for our employees, customers and the environment.
- Reduce, or prevent, the environmental impact of any products we use whenever possible.
- Meet or exceed the requirements of all environmental laws and regulations.
- Continually assess our environmental technology and programs, and monitor progress toward environmental goals.
- Ensure every employee understands and responsive and accountable for incorporating environmental considerations in daily business activities.

### LIST OF SUPPLIES

	ENVIRONMENTALLY CLEANER	MAKERS	PRODUCT NAME
1	All purpose Cleaner	Maintex	Impact EES
2	Glass and Window Cleaner	Maintex	Glacier
3	Bathroom Cleaner / Deodorizer	Maintex	Shimmer
4	Lime and Scale Remover	Maintex	Oxy Citrus
5	Floor Surface Cleaner	Maintex	Trailwinds
6	Degreaser / Cleaner	Maintex	Pristine
7	Carpet Shampoo	Ecolab	Revitalize 151
8	Chrome Polish	Maintex	Excalibur
9	Graffiti Remover	Maintex	Graffiti Remover
10	Brass Polish / Cleaner	Maintex	Sta-Brite
11	Floor Finish	Maintex	Dura ZF
12	Floor Stripper	Maintex	Trend ES

As listed above all cleaning supplies, materials used in the performance of Janitorial Service are Environmentally friendly materials and have been cleared through the Industrial Hygiene Department via MSDS, suitable for the purpose intended, and will provide results necessary to provide the high standards of cleanliness required under this service contract.





REQUEST FOR PROPOSALS  
AND  
CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES

RFP No. 22-006  
Contract No. PW-MSA 22-004

CITY OF HERMOSA BEACH  
1315 VALLEY DRIVE  
HERMOSA BEACH, CA 90254

Key Information

Submit Written Questions By:

5:00PM on THURSDAY, APRIL 28, 2022

Proposals Due:

2:00PM on WEDNESDAY, MAY 11, 2022

City of Hermosa Beach  
**REQUEST FOR PROPOSALS**

**Notice is hereby given that the City of Hermosa Beach will receive sealed proposals at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until 2 P.M. on WEDNESDAY, MAY 11, 2022, for **JANITORIAL SERVICES**.**

Contractor shall perform all work necessary to complete the agreement in a manner satisfactory to the Public Works Director or his/her designee. The work to be done under these specifications shall include the furnishing of all labor, material, equipment, tools, disposal site or disposal transfer station expense and any other incidental expense necessary to perform Janitorial Services for the City of Hermosa Beach. The areas to be maintained shall include City Hall, Police Department, Police Motor Office, Police Substation, Community Services Building, Clark Building, Community Center, City Yard, South Park School, Park Restrooms, and Lawn Bowling Green Field, and the Trailers on Bard Street.

**The duration of the contract is four (4) years from July 1, 2022 to June 30, 2026. The successful proposer should be prepared with both equipment and man-power to commence July 1, 2022.**

All proposals must be submitted in writing, on standard forms found in the Contractual Services' Contract Documents and Specifications book. All proposals must be sealed and must be plainly marked in the lower left-hand corner "**JANITORIAL SERVICES.**"

The Contractor must be registered with the Department of Industrial Relations at the time of proposal. Contractor's registration available at:  
<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

Each Proposer shall possess a valid State of California Contractors License issued by the California State License Board. The successful Contractor must also possess a current City business license.

The City reserves the right to reject any or all proposal and to waive any informality or irregularity in any proposal received and to be the sole judge of the merits of the respective proposals received. The award, if made, will be made to the most qualified proposer. Plans and Specifications will be available for review at City Hall.

The Request for Proposals documents must be downloaded from the City's website, under the City Departments Tab, select City Clerk from the pull down menu – Bids and Proposals at <https://pbsystem.planetbids.com/portal/51313/portal-home>. To be considered as a responsive proposer you must email the Public Works Superintendent listed on the Request for Proposals to confirm you downloaded the Plans, Specifications, and Construction Documents from the City website. This action will add your company name to the Plan holder list. All questions regarding this proposal must be submitted in writing no later than **5:00 p.m., THURSDAY, APRIL 28, 2022**, to Gloria Ledezma,

Administrative Assistant, at [gledezma@hermosabeach.gov](mailto:gledezma@hermosabeach.gov).

Susan Morrow  
Interim City Clerk

**END NOTICE INVITING PROPOSALS**

**INSTRUCTIONS TO PROPOSERS**

**JANITORIAL MAINTENANCE SERVICES  
RFP No. 20-006  
Contract No. PW-MSA 22-004**

**I. GENERAL**

The ("City") is requesting proposals from qualified firms<sup>1</sup> ("Proposers") for maintenance services as further described herein ("Services"). All Proposers shall be properly licensed for the performance of the Services in accordance with California law.

**II. SCOPE OF SERVICES/MAINTENANCE SERVICES AGREEMENT**

The Proposer selected to provide the Services shall be retained under the City's Maintenance Services Agreement ("Agreement"), included as part of these Contract Documents. The City will not consider alterations to the Agreement.

This Agreement will be for a period of four years from July 1, 2022, to June 30, 2026, with option to extend for one-year at City's discretion based on Contractor's performance. The successful proposer should be prepared with both equipment and man-power to commence on July 1, 2022.

The Scope of work is to : perform Janitorial Services for the City of Hermosa Beach. The areas to be maintained shall include City Hall, Police Department, Police Motor Office, Police Substation, Community Services Building, Clark Building, Community Center, City Yard, South Park School, Park Restrooms, Lawn Bowling Green Field, and the Trailers on Bard Street per the maintenance agreement.

**III. REQUESTS FOR CLARIFICATION**

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on the City's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on the date identified in the Key Information.

**IV. CONTENT AND FORMAT OF PROPOSAL**

Qualifying proposals must address all of the following points, in the following order:

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<sup>1</sup>Use of the term "firm" shall mean individual proprietorship, partnership, Limited Liability Company, corporation, or joint venture.

1. Cover Letter. This letter must be signed, by a member of the Proposer with the authority to commit to a contract on behalf of the Proposer, if applicable, offering the proposal.

2. Services Approach and Scope of Services. Describe how the maintenance services will be planned and controlled. Describe the work plan to be utilized to complete the tasks listed in the Scope of Services. Note any changes or additions to the work descriptions that may have been overlooked or which help clarify the work tasks.

3. Responsible Personnel. List the principal-in-charge and others who will be directly involved with the provision of Services. Provide a concise statement of qualifications, relevant experience and licensure of each person who will contribute to the performance of the Services. List the estimated amount of time each person will contribute in the performance of Services. Include an organizational chart of key personnel involved.

4. Related Experience. On the forms located in the Proposal Submission Forms list at least three (3) jobs under which the proposer has performed maintenance services for a public entity during the past five (5) years. List shall identify the following information for each project:

- Description of services.
- Contract amount and length of contract term.
- Public entity's name, telephone number and contact person.

5. Contractor's Industrial Safety Record. The information must include all work undertaken in the State of California by the proposer, partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, and corporate or individual proposer. The proposer may attach any additional information or explanation of data, which he/she would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

6. Firm Description and Financial Information. If applicable, provide relevant information regarding the firm and its organizational stability and strength. This includes a statement of organizational ownership (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of the organizational structure (e.g., owner, partners, board of directors, joint venture partners, etc.).

The proposal package must also include the following on the forms located in the Proposal Submission Forms:

7. Cost Proposal

8. Proposal Affirmation.

FAILURE TO PROPOSE ON ALL ITEMS OR SUBMITTING AN INCOMPLETE PROPOSAL PACKAGE MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

**V. EVALUATION CRITERIA**

Responses will be evaluated based on the background, financial capacity, qualifications, services offered and the cost proposal submitted by the respondent.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of City, is in the best interest of the City.

Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for Services in the manner that most benefits the City including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

**VI. SITE EXAMINATION**

Proposers may examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement. No claim for allowances—time or money—will be allowed as to such matters.

**VII. SUBMITTAL INSTRUCTIONS**

The proposal must be received no later than 2 P.M. local time, on or before Wednesday, May 11, 2022, at the office of the:

Office of the City Clerk, City Hall  
1315 Valley Drive  
Hermosa Beach, CA 90254

The envelope or subject line should clearly indicate, "Proposal for Janitorial Maintenance Services" and Proposer's name and address shall appear in the upper left

hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g., Envelope 1 of 3, as required.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

**VIII. ADDENDA**

The City reserves the right to revise the Contract Documents prior to the time set to receive proposals. Revisions, if any, shall be made by written Addendum. Any Addendum issued by the City shall be included in the proposal and made part of the Contract Documents. Each Proposer shall leave with the City its name, address, phone and fax numbers, and e-mail address for the purpose of receiving notification of Addendum. Addendum will be published on the City's website. Proposers are responsible for ensuring that they have received any and all Addendum. Each Proposer should contact the City to verify that it has received all Addendum issued, if any, prior to the proposal opening. Failure to acknowledge receipt of all Addendum may result in proposal rejection.

**IX. GENERAL CONDITIONS**

**A. Amendments to Proposals**

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn, and the replacement proposal must be submitted prior to the deadline stated herein for receiving proposals.

**B. Non-Responsive Proposals**

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

**C. Costs for Preparing**

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

**D. Cancellation**

City reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

**E. Price Validity**

Prices provided by Proposers are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

**F. No Commitment to Award**

Issuance of request for proposals and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

**G. Right to Negotiate and/or Reject Proposals**

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public.

**H. Non-Discrimination**

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

**X. INSURANCE, LIABILITY, SAFETY, AND EMERGENCY REQUIREMENTS**

Liability Insurance

The Contractor needs to name in their Liability Insurance the "Los Angeles County Regional Park and Open Space District" as additional insured.

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$100,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$2,000,000

## Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its Subcontractors.

The foregoing requirements as to the types, limits, and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this contract shall include a provision waiving the insurer's right of subrogation against the City.

The cost of all insurance shall be included in the contractor's proposal.

Instructions for completing the required endorsements and forms therefore are attached to these Special Provisions as Exhibits A-F.

### Safety

The following is in addition to the provisions of Section 5-7:

### Emergency Provisions

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the City may seem reasonable and necessary, all at the expense of the Contractor.

**END INSTRUCTIONS TO PROPOSERS**

**CITY OF HERMOSA BEACH  
PROPOSAL SUBMISSION FORMS**

**JANITORIAL SERVICES  
RFP No. 22-006  
Contract No. PW-MSA 22-004**

**COST PROPOSAL**

TO: CITY OF HERMOSA BEACH ("CITY")

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_ ("CONTRACTOR")

The undersigned declares that they have carefully examined the Contract Documents and Addendums No.(s)\_\_\_\_\_ and that they are thoroughly familiar with the contents thereof and is authorized to represent the respective firm and propose services to City of Hermosa Beach.

It is understood that the price shown hereon includes all maintenance services described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

In accordance with the Contract Documents prepared by the Engineer and the requirements of the Engineer under said documents, for the prices shown herein.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the Agreement. Proposer must provide costs for all items below.

**1st Fiscal Year**

**July 1, 2022 – June 30, 2023**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	
<b>Total</b>		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

2<sup>nd</sup> Fiscal Year

July 1, 2023 – June 30, 2024

JANITORIAL SERVICES			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
Total		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \$ \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

### 3<sup>rd</sup> Fiscal Year

July 1, 2024 – June 30, 2025

JANITORIAL SERVICES			
Item No.	Description	Monthly Cost	Annual Cost
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
Total		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

**4<sup>th</sup> Fiscal Year**

**July 1, 2025 – June 30, 2026**

<b>JANITORIAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	<b>City Hall</b> 1315 Valley Drive	\$	\$
2	<b>City Yard</b> 555 6 <sup>th</sup> Street	\$	\$
3	<b>Clark Building</b> 861 Valley Drive	\$	\$
4	<b>Community Center,</b> 710 Pier Avenue	\$	\$
5	<b>Community Services Building</b> 1035 Valley Drive	\$	\$
6	<b>Lawn Bowling Green</b> 861 Valley Drive	\$	\$
7	<b>Park Restrooms – 5 Locations</b> <ul style="list-style-type: none"> <li>• <b>Clark Field</b> 861 Valley Drive</li> <li>• <b>Fort Lots-of-Fun</b> 1102 6<sup>th</sup> Street</li> <li>• <b>Sea View Park</b> 1870 Prospect Avenue</li> <li>• <b>South Park</b> 425 Valley Drive</li> <li>• <b>Valley Park</b> 2521 Valley Drive</li> </ul>	\$	\$
8	<b>Police Department, Jail, and Motor Office</b> 540 Pier Avenue		
9	<b>Police Substation</b> 1311 13 <sup>th</sup> Street	\$	\$
10	<b>South Park School</b> 1645 Valley Drive	\$	\$
11	<b>Bard Street Trailers</b> 1315 Valley Drive	\$	\$
<b>Total</b>		\$	\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ \_\_\_\_\_

TOTAL AMOUNT BASE PROPOSAL IN WORDS \_\_\_\_\_

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**JANITORIAL SERVICES**  
**RFP No. 22-006**  
**Contract No. PW-MSA 22-004**

**PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove, I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Hermosa Beach and \_\_\_\_\_, and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind \_\_\_\_\_ to the terms of this affirmation.

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**JANITORIAL SERVICES**  
**RFP No. 22-006**  
**Contract No. PW-MSA 22-004**

**REFERENCES OF WORK**

Date: \_\_\_\_\_

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work within the past five years.

1.

Name and address of Public Agency – Project Name

Name and Telephone No. of Project Manager

Contract Amount    Type of Work    Date Completed

-----  
2.

Name and address of Public Agency – Project Name

Name and Telephone No. of Project Manager

Contract Amount    Type of Work    Date Completed

-----  
3.

Name and address of Public Agency – Project Name

Name and Telephone No. of Project Manager

Contract Amount    Type of Work    Date Completed

For additional References, please add separate sheets

**END OF PROPOSAL SUBMISSION FORMS**

CITY OF HERMOSA BEACH

SAMPLE AGREEMENT FOR JANITORIAL SERVICES

This Agreement for Janitorial Services ("Agreement") is made on this \_\_\_ day of \_\_\_\_\_2022, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Janitorial Services as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

- 1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - Janitorial Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning \_\_\_\_\_, 2022 and ending on \_\_\_\_\_ unless extended in writing in advance by the CITY.
- 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-\_\_\_ through P- \_\_\_ of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an

invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

#### 4. **CONTRACT ADMINISTRATION.**

4.1. **CITY's Representative.** Unless otherwise designated in writing \_\_\_\_\_, Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

4.2. **Manager-in-Charge.** For the CONTRACTOR \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

#### 5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such

termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

## 6. **INDEMNIFICATION.**

- 6.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and 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 CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## 7. INSURANCE REQUIREMENTS.

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.
- 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its

elected or appointed officers, officials, employees, agents, or volunteers.

7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured

under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
  - 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
  - 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The

CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any

authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH  
1315 Valley Drive  
Hermosa Beach, CA 90254

Attention: Joe SanClemente, Director  
Public Works Department

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain

correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR: (Company Name)

\_\_\_\_\_

\_\_\_\_\_(TITLE)\_\_\_\_\_

Contractors State License #: \_\_\_\_\_

CITY OF HERMOSA BEACH:

\_\_\_\_\_  
City Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

# PERFORMANCE BOND

(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

## JANITORIAL SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of Hermosa Beach (Owner) has awarded to \_\_\_\_\_ as principal hereinafter designated as the "Contractor," a contract to provide Janitorial Services.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the penal sum of \_\_\_\_\_ (\$\_\_\_\_.\_\_), which is one hundred percent of the total contract amount for the above stated project, to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR

SURETY

\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_

# PAYMENT BOND

(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)

## JANITORIAL SERVICES

THAT WHEREAS, the City of Hermosa Beach (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract to provide Janitorial Services.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City of Hermosa Beach as Owner in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which is 100 percent of the total contract amount for the above stated project, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of \_\_\_\_\_, 2022.

CONTRACTOR

SURETY

\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_



**COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR: \_\_\_\_\_.

\_\_\_\_\_

(TITLE) \_\_\_\_\_

\_\_\_\_\_

Date

# EXHIBIT A

## SCOPE OF SERVICES

### Summary of Work Covered by Contract Documents

- A. The Work covered under this contract includes landscape maintenance services for the City of Hermosa Beach.

Contractor shall perform all work necessary to complete the agreement in a manner satisfactory to the Public Works Director or his/her designee. The work to be done under these specifications shall include the furnishing of all labor, material, equipment, tools, disposal site or disposal transfer station expense and any other incidental expense necessary to perform Janitorial Services for the City of Hermosa Beach. The areas to be maintained shall include City Hall, Police Department, Police Motor Office, Police Substation, Community Services Building, Clark Building, Community Center, City Yard, South Park School, Park Restrooms, Lawn Bowling Green Field and the trailers on Bard Street.

B. Scope of Work

5.1.1 GENERAL

The intent of this Section, as it applies to this agreement, is to present various work activities as they relate to janitorial services.

The Contractor shall provide, at its own risk and cost, all labor, materials, tools, equipment, transportation, hauling, and other items needed to do janitorial work as directed herein.

5.1.2 SCOPE OF WORK

The Contractor shall perform all work necessary to fulfill the contract in a satisfactory manner.

5.1.3 LEVEL OF MAINTENANCE

- A. All work shall be performed in accordance with the maintenance standards at City established frequencies so as to maintain a pleasing aesthetic level. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of these buildings. City reserves the right to renegotiate the unit prices if frequencies change substantially.

B. Weekly inspections of all areas included in the contract will be made by the City. The results of each inspection shall be recorded and retained for routine reference. The City shall allot ten (10) hours monthly for inspection and contract supervision. The Contractor shall compensate the City for all time required for inspection and supervision in excess of the above specified time, providing that:

(1) The excess time is, in the opinion of the City, required due to an inadequate level of maintenance; as specified herein;

(2) That the Contractor has failed to correct said deficiencies within five (5) working days after notification. Compensation shall be charged at a rate including actual time, mileage and fringe benefit costs incurred by the City.

Notices and penalties for non-performance are set forth as follows:

(1) Deficiency Notice: The Contractor is required to correct deficiencies within the time specified by the City.

(2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments.

C. The Contractor's representative shall contact the City on a weekly basis for notification of special maintenance item(s) requiring correction.

D. The Contractor shall provide a field supervisor and maintenance crew at the work sites during normal working hours. All of the Contractor's maintenance personnel shall be supervised by a qualified, English-speaking, field supervisor in the employ of the Contractor.

The Contractor must employ sufficient personnel to perform all work as scheduled and approved by the City at all times, including during transitions in Contractor's personnel.

The City will work with the contractor to develop and maintain a quality to ensure all custodial services are performed in accordance with accepted commercial practices. The

contractor shall implement procedures to identify, prevent, and ensure non- recurrence of defective services. As a minimum, the contractor shall develop quality control procedures addressing the areas identified in the Performance Work Statement.

#### 5.1.4 EXTRA WORK

Work done under this category shall be done on a time and material basis and is not included in the agreement maintenance price. Estimates for any proposed work shall be submitted to the City for approval before any additional extra work is started.

#### 5.1.5 WORK SCHEDULE

Work Hours:

- Night Shift shall work between the hours of 7:00 PM and 7:00 AM daily.
- One (1) Day Person shall work 8:00 AM to 2:00 PM, Monday through Sunday.
- Park restrooms should be cleaned in the morning prior to 8am daily
- All restrooms shall be locked up at night (City will give exact time)

SCHEDULE OF SERVICE

Location	S	M	T	W	TH	F	S
Police Department, Motor Office, and Substation	X	X	X	X	X	X	X
City Hall and Bard Trailer	X	X	X	X	X		
Community Services Building	X	X	X	X	X	X	X
Jail	X	X	X	X	X	X	x
City Yard	X	X	X	X	X	X	X
South Park Classroom		X	X	X	X	X	
Lawn Bowling Green		X		X		X	
Park Restrooms at Clark Field	X	X	X	X	X	X	X
Park Restrooms at Fort Lots-of-Fun	X	X	X	X	X	X	X
Park Restrooms at Sea View Park	X	X	X	X	X	X	X
Park Restrooms at South Park (2 Locations)	X	X	X	X	X	X	X
Park Restrooms at Valley Park	X	X	X	X	X	X	X
Day Shift	X	X	X	X	X	X	X

Note: For the Night Shift, the days shown refer to the start of the shift (i.e., Saturday refers to the shift that starts Saturday night at 7:00 PM and ends Sunday morning).

**5.1.5 DAMAGES**

The Contractor shall report immediately any damage to City equipment or property. The Contractor shall be liable for damages caused by it personnel. Any repairs and associated costs resulting from Contractor vehicle or equipment damage shall be the responsibility of the Contractor.

**5.1.6 MATERIALS TO BE PROVIDED BY CONTRACTOR**

The Contractor at its own cost and expense shall furnish all necessary equipment, supplies, and materials of good quality as approved by the Superintendent and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of maintenance. This includes all janitorial cleaning materials and equipment, i.e., can liners, paper towels, toilet paper, etc. Toilet paper must be two-ply. Each location must have an adequate stock of cleaning supplies and equipment.

**All cleaning products shall be "Green Seal" certified to meet environmental standards.**

**5.1.7 EQUIPMENT NOISE**

Noise level requirement shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

**5.1.8 LEAF BLOWERS**

The use of gas and electric leaf blowers within the City was prohibited as of February 2001, Ordinance Number 01-1213.

**5.1.9 AIR POLLUTION**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Material to be disposed of shall not be burned.

**5.1.10 DISPOSAL OF DEBRIS**

The Contractor shall promptly dispose of all debris accumulated as a result of cleaning and must assure recycled items are disposed in the city's recycle bins.

5.2.1 PROJECT LOCATIONS, DAYS AND HOURS OF CITY OPERATIONS,  
OCCUPANCY/LOADS

Clark Building	861 Valley Drive, between 7:00 A.M. and 11:00 P.M. Monday through Sunday	100 persons/day
General Services Building	1035 Valley Drive, between 7:00 A.M. and 4:30 P.M. Monday through Sunday	14 persons/day
City Yard	555 6 <sup>th</sup> Street, between 7:00 A.M. and 5:30 P.M., Monday through Friday	15 persons/day
City Hall including Council Chambers, Patio, Public Restrooms, Bard Trailer	1315 Valley Drive, Hermosa Beach; between 7:00 A.M. and 6:00 P.M.; Monday through Thursday	42 persons/day 150 persons/day
Police Offices, Motor Office, and Sub Station	540 Pier Avenue (24 hrs. /day, 7 days/wk.) Police Department Offices: (7 A.M. to 6 P.M.) Police Secretary's Office, Police Chief's Office, Detectives' Office, Detectives' Admin Office, Police Conference Room, Trailer office, Sub Station Office	25 persons/day
Police Department: Jail	540 Pier Avenue (24 hrs. /day, 7 days/wk.)	Up to 13 persons/day
Community Center including Gymnasium and Theater	710 Pier Ave., 7:00 A.M. to 11:00 P.M., Monday through Sunday	1,000 persons/day
South Park Building	400 Valley Drive, 2:00 P.M. to 6:00 P.M., Monday through Friday	40 persons/day
Lawn Bowling Club	863 Valley Drive, 10:00 A.M. to 2:00 P.M., Tuesday, Thursday, Friday	10 persons/day

## 5.2.2 BASIC SERVICE SCHEDULE

### A. Daily for ALL areas:

1. Empty all desk and area trash and recycling containers (recycling and organic waste is to be emptied into specific bins provided by the City), including containers exterior of the structures and within 25 feet of entry/exit doors and deposit all wastes in designated exterior dumpsters, putting recycled waste into the appropriate bins. Wash out trash receptacles as necessary.
2. Replace container liners daily in restrooms, kitchenettes, and coffee areas, other as required by observation of staining or tearing.
3. Sweep all uncarpeted floors and stairs with chemically treated dust mops. This is to include behind couches, under tables and chairs.
4. Sweep all bare concrete floors with sweep compound. This is to include behind couches, under chairs and tables.
5. Spot mop or clean spillage from all floors, bare concrete, vinyl tile, or concrete.
6. Dust and soft rag buff all public counters. Use cleanser and damp rag on Formica counters.
7. Spot clean partitions, doors, doorframes, bathroom fixtures, dryers, waste containers, and wall switches with particular attention around door handles.
8. Clean and sanitize all drinking fountains.
9. Vacuum all carpeted floors.
10. Maintain janitorial closets and storage areas in a clean and orderly manner.
12. Secure all exterior doors and windows. Turn off all but security night lighting.

### B. Daily for ALL restrooms:

1. Empty all waste containers and replace liners.
2. Wash all consumable product containers: toilet tissue holders, towel dispensers, seat cover dispensers, sanitary napkin dispensers, soap containers, and trashcans.

3. Refill all consumable product containers mentioned above with your supplied products, approved by the City. Extra toilet paper and paper towels must be available.
4. Clean and disinfect floor drains, all sinks, toilets, urinals, toilet seats - both sides, and exterior surfaces of the above units together with their exposed piping.
5. Clean and polish all metal frames, fixtures, faucets, and containers.
6. Clean and polish all mirrors.
7. Spot clean metal partitions and doors.
8. Clean splash marks on walls adjacent to or over sinks.
9. Spot clean all ceramic tile and walls.
10. Wet mop and disinfect floors. Water must be replaced as it becomes dirty.
11. Replace hanging disinfectant and urinal blocks as needed.
12. Clean all vents of dust, grime and build-up.
13. Clean and disinfect shower facilities within Police Department.

C. Daily for ALL kitchenettes and coffee areas.

1. Empty, wash, disinfect, and replace liners in all trash containers daily.
2. Wash all counter tops, tabletops, coffee machines, and sinks.
  3. Leave machines plugged in and in the same on and off position as left by the staff, unless an empty coffee pot has been left on top of an ON element, these shall be removed and set aside, and the coffee machine turned off.
  4. Wet mop and disinfect all vinyl floors, and spot clean all carpet adjacent thereto.
  5. Restock cabinets with paper towels.
  6. No cleaning of dishes, silverware, or coffee pots will be required.
  7. Remove and dispose of all food or beverages not in refrigerators or cabinets.
  8. Sweep and mop entire kitchen floor, including under the cabinets.

D. Weekly for ALL areas unless otherwise noted:

1. Spot clean all walls. Remove smudges and all foreign marks.
2. Spot clean all carpeted floors using professional carpet cleaning equipment.
3. Police Offices - Buff the waxed floor upstairs.
4. Water all indoor plants.
5. Clean interior and exterior of all glass panel doors.
6. Perform low dusting, defined as floor level to five feet above floor, including base molding or top set, windowsills, ledges, chairs, railings, partitions, tables, desks, telephones, filing cabinets, and all office furniture.

SPECIAL NOTE: In no case shall any paper, books, documents, or equipment be touched, moved or displaced. Any suspiciously important envelopes or other material found in the containers on the floor shall be left in the area with a note to the using staff member to check for value.

7. Clean stairs and elevators including sweeping and/or damp mopping all stair treads and landings, hand-dusting all handrails, damp-mop elevator floor, clean elevator tracks, clean fingerprints from elevator walls, doors, and control panels.

E. Monthly ALL areas unless otherwise noted:

1. Clean ALL windows inside, including interior sills and frames.
2. Polish all drinking fountains.
3. Dust all mini blinds
4. Vacuum and clean all office chairs.

F. Quarterly ALL areas:

1. Strip, wash, apply floor finish, and machine polish (or equivalent) vinyl floors.
2. Complete washing of main walls and painted metal and molded plastic furniture.
3. Shampoo all carpeting with professional carpet cleaning equipment.

4. Wash outside of all the windows at City buildings except for the upper gym windows. Cleaning must be performed in accordance with OSHA standards.
5. Wax City Hall stairs and the Police Department rear stairs.
6. The City will provide a schedule for quarterly services and inspection upon completion will be required.

G. Semi-annually for ALL areas:

1. Feather dust or wash lighting fixtures.
2. Vacuum or wash all heating and air conditioning vents. Should be done when change over from heating to cooling mode takes place or vice versa.
3. The City will provide a schedule for semi-annual services and inspection upon completion will be required.

H. Annually for ALL areas:

1. Wash and polish lighting fixtures, lamps, and reflectors.
2. Wash all mini blinds.
3. The City will provide a schedule for annual services and inspection upon completion will be required.

### 5.2.3 EXTRA SERVICE AND ON-CALL SERVICES

The Contractor shall indicate on the proposal the costs for furnishing all labor and equipment to perform on-call and extra services listed below. The City will monitor all cleaning materials. Extra services other than those listed shall be negotiated on a time and material basis with a not to exceed amount.

## 5.2.4 SPECIAL REQUIREMENTS

### A. CLARK BUILDING

Clark Building is a one-story building located at 861 Valley Drive, approximately 2 to 2½ blocks south of City Hall. It consists of an auditorium, a men's restroom, a women's restroom, a kitchen, a utility room and a storage room.

The auditorium is approximately 3,354 sq. ft. in size and has a wood floor. The men's and women's restrooms are approximately 160 sq. ft. in size each, and have concrete floors. The utility room (seniors' room) is approximately 200 sq. ft. in size and is carpeted. Total square footage is approximately 3,900 sq. feet.

Cleaning of the Clark Building should be done after 11:00 P.M. as it is often used for public events. All coordination is to be made through the Public Works Department.

1. Vinyl Flooring: wet mop daily.
2. Secure exterior windows in closed position every night when leaving.
3. Clean front entrance windows every Friday night.
4. Clean restroom floors daily assuring grout is clean.
5. Sweep the sidewalk, stairs, and front entrance of the building entrance.
6. Cleaning shall be done after 11:00 P.M. on weeknights.

### B. GENERAL SERVICES BUILDING

The General Services Building is a two-story office building located 2 blocks south of City Hall at 1035 Valley Drive. The lower floor has several offices with a total area of 1,750 sq. ft. The upper floor has several offices and a total area of 1,150 sq. ft. Men's and women's restrooms in the building are located on the ground floor.

All coordination for cleaning the General Services Building shall be made through the Public Works Department.

1. Vinyl Flooring: wet mop daily.
2. Clean restrooms: daily.

C. CITY HALL, COUNCIL CHAMBERS, PATIO, AND PUBLIC RESTROOMS

The City Hall area has two floors, and a basement with offices and two lunchrooms (one on the basement level, one on the second floor). The patio, Council Chambers and public restrooms shall be included. All cleaning of City Hall offices shall commence after 7:00 P.M; except the first floor of City Hall for which cleaning shall commence after 7:00 P.M. or after Council meetings adjourn on the second and fourth Tuesday of the month, whichever is later. The City Hall Council Chambers is often used for public events and cleaning of the Council Chambers shall be performed after midnight or after council meetings adjourn. There is a total of 16,632 sq. ft. in City Hall, which includes all floors, public, and inside restrooms, elevator, stairwells, and lunchrooms.

1. Clean both sides of lobby door glass weekly and clean both sides of all courtyard-facing windows monthly.
2. Upholstery - spot clean monthly or as needed.
3. Clean dust from lighting, vents and ceilings each month.
4. Remove any cobwebs from the open face brick weekly.
5. Remove cigarette butts and trash from outside planter areas.
6. Sweep the sidewalk and stairs located in the front and rear of the building entrance daily.
7. Service City Hall on Sundays.
8. Wipe down all railings daily.

D. POLICE DEPARTMENT

1. The Police Department is located in the north portion of the City Hall complex and occupies the ground floor and basement levels. Areas to be cleaned shall include all offices (i.e., Chief's office and the Detective Bureau), all restrooms, locker rooms including restroom with shower, hallways, dispatcher's room, booking area, interior and exterior entrance areas (both front and rear including cigarette butt containers), sweep the sidewalk in front the building entrance, and mop the rear stairs. There is a total of 11,812 sq. ft. in the Police Department, on two floors, excluding the Jail.

Scheduling of cleaning within the Police Department shall be coordinated with the Chief of Police or City Representative.

2. The Motor Office areas to be cleaned are the office and restroom located in the trailer. The front garage/floor area needs to be dust mopped and wet mopped. There is a total of 1,000 sq. ft.
3. The Police Department Substation is located at 1301 Hermosa Avenue. The areas that need to be cleaned are the office and the restroom. There is a total of 320 sq. Ft.

E. JAIL

The Jail is located on the ground floor of the Police Department, just south of and attached to the front entrance to the Police Department.

Scheduling of cleaning within the Police Department shall be coordinated with the Chief of Police or City Representative.

DAILY WORK (Approx. sq. ft. = 1,398)

1. Sweep out all jail cells, all hallways and processing areas of the jail.
2. Clean and disinfect all water closets and shower stalls within the Jail facility.
3. Disinfect all bunks and wipe mattresses clean.
4. Mop and disinfect each jail cell, all hallways, and processing areas of the Jail.
5. Empty all trash receptacles and remove all trash and refuse from the Jail facility.
6. Clean microwave ovens daily.

MONTHLY WORK

1. Wash down the walls of the jail cells and jail hallways.
2. Wash and clean the jail mattresses.
3. Vacuum clean property boxes.

F. COMMUNITY CENTER (THIS INCLUDES THE GYMNASIUM AND THE THEATER)

DAILY/WEEKLY WORK (Approx. sq. ft. = 20,812)

1. Vacuuming - detail vacuuming daily.
2. Dusting - daily.
3. Buff waxed floors - ONCE A WEEK.
4. Must clean after midnight when evening events are scheduled.
5. Dust mop gymnasium floor weekly.
6. Sweep the sidewalk in front of the building entrance.

MONTHLY WORK

1. Wax floors once each month.

G. CITY YARD

The City Yard is located at 555 6th Street. There is an area of approximately 3,200 sq. ft. to be cleaned that includes 1 trailer, 2 restrooms, a copy room, a lunchroom, an office with two desks, and upstairs offices and break room.

H. Bard Street Trailers

There are a total of 1,254 sq. ft. to be cleaned in the Bard Trailer, which include four offices, a computer room, an administrative area, a hallway, and restrooms. Spot clean all carpeted floors using professional carpet cleaning equipment weekly. Shampoo all carpeting with professional carpet cleaning equipment quarterly.

I. SOUTH PARK

There are 896 sq. ft. to be cleaned which includes the classroom only.

J. LAWN BOWLING BUILDING

There are 846 sq. ft. in this building

K. DAY PERSON

The day person is assigned to the Community Center but may be assigned to other areas as directed by the Superintendent of Public Works. Break times and lunch times will be determined by the City and any changes will need to be approved by the City.

Basic duties include those specified in Section 5.2.2 A, B and C.

5.2.5 CITY PROVIDED FACILITIES

The City shall provide at no cost to the Contractor the following:

- A. Electricity
- B. Water
- C. Various janitorial storage spaces. All equipment and supplies must be kept only in the designated spaces and the areas must be kept clean.
- D. Dumpster bins exterior of the buildings for disposal of trash.

5.2.6 CONTRACTOR'S RESPONSIBILITY

The Contractor shall inform the City of additional concerns beyond the Contractor's responsibility, which require action by the City to correct deficiencies. Examples include defective fixtures, raised floor coverings, lack of power or water, any plumbing issues, etc.

The Contractor shall be responsible for securing any and all buildings that he/she leaves after work has been completed. This is to include locking all doors and windows and setting proper alarm codes.

5.3 CLOSED BUILDINGS

In the event a city facility is closed for remodel, construction, emergency where work cannot be performed, there shall be a credit for the days of no work on such facility.

5.2.7 OFFICE FOR INQUIRIES AND COMPLAINTS

The Contractor shall maintain an office at some fixed place and shall maintain a telephone therein, listed in the telephone directory in his/her own name or in the file name by which he/she is commonly known, and shall at all time during the

hours between 8:00 AM and 5:00 PM of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Director of Public Works. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Director of Public Works.

The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

#### 5.2.8 PUBLIC RELATIONS

Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the contract. Contractor shall report to the Director of Public Works, or designee, the following working day as to the action taken with reference to the complaint and, when necessary, complete a Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

#### 5.2.9 EMERGENCY CALL BACK

The Contractor shall provide employees and equipment to respond to any after hour emergency, sewer plug or spill. A 24-hour contact phone number shall be provided by the Contractor. Contractor must respond within 30 minutes after being contacted by the City. Contractor must mobilize and have the appropriate personnel and equipment in the City of Hermosa Beach within two (2) hours from when the emergency phone call was received per the base proposal or within one (1) hour from when the emergency phone call was received per the alternative proposal. The emergency may require as Vactor truck and video camera vehicle. This response requirement includes nights, weekends, holidays, and all hours. For proposal purposes, costs for this service shall include all mobilization and hourly costs using a two-man, two-hour minimum service.

#### 5.3.0 DAMAGES

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.