

SERVICES AGREEMENT

QUALIFIED MOBILE, INC.

[Municipal Pressure Washing and Cleaning Services for Various Sidewalks, Fixtures, Murals and Underpasses Located Throughout the City]

On this 25th day of June, 2019, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **Qualified Mobile, Inc.**, a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Municipal Pressure Washing and Cleaning Services for Various Sidewalks, Fixtures, Murals and Underpasses Located Throughout the City ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect beginning July 1, 2019 through June 30, 2022, with the option to extend for two (2) additional 2-year terms not to exceed seven (7) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Three Hundred Ninety-Five Thousand Dollars (\$395,000)**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the

Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. City's Right to Employ Other Consultants/Contractors. City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Works
City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

To Contractor

Qualified Mobile, Inc.
P.O. Box 5209
Norco, Ca 92860-8007

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

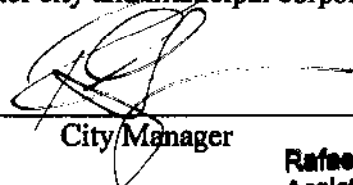
23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

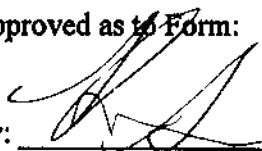
By: 
City Manager
Rafael Guzman
Assistant City Manager

Attest: 
City Clerk

Certified as to Availability of Funds

By: 
CFO/Treasurer

Approved as to Form:

By: 
Ruthann M. Salera
Deputy City Attorney

QUALIFIED MOBILE, INC.,
a California corporation

By: 
John Bazerman
[Printed Name]

PRESIDENT
[Title]

By: 
Don Cremer
[Printed Name]

Asst. Secretary
[Title]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

Proposers shall submit a detailed description of pressure washing services for the City of Riverside. The selected Company shall furnish all labor, insurance, supervision, training, and incidentals necessary to provide said service.

1. Hours of Operation

The Contractor shall accomplish all services required under this RFP between the hours of 10:00 p.m. and 7:00 a.m., Monday through Friday, except as where noted in the contract for Special Events. Maintenance items including but not limited to litter removal, sidewalk and curb cleaning; Maintenance Areas inspections shall be performed five days per week, including holidays. **Note the requirements for Special Events as detailed in the provisions for Special Events found in the Technical Specifications.**

Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to perform services. The City may grant, on an individual basis, permission to perform maintenance at other hours. No maintenance functions that generate excessive noise shall be commenced before 8:00 a.m. in residential areas.

The Contractor shall conduct its work at all times in a manner, which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

The Contractor shall implement appropriate stormwater Best Management Practices (BMPs) and comply with the City's National Pollutant Discharge Elimination System Permit (NPDES) at all times.

The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

The Contractor or Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hours of notification or attempted notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be charged to the Contractor.

2. Proposed Costs

The monthly prices and lump sum amounts to be paid for the area listed in the Compensation Schedules shall include full compensation for furnishing all labor, materials, supplies, trash bags, tools, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security

against theft and vandalism, project site maintenance, dust and water control, clean-up and all other items incidental to the work.

3. Work to be Done by Contractor

Pressure washing and cleaning services for various sidewalks, fixtures, murals and underpasses located throughout the City; with an emphasis on Main Street between Tenth Street and Fifth Street; around City Hall; University Avenue and Mission Inn Avenue from Market Street to the 91 freeway including the freeway and railroad underpasses. Services shall include Central Avenue, Arlington Avenue, Mary Street, Madison Avenue, Tyler Street and Pierce Street freeway underpasses including the murals located at Tyler Street and Pierce Street underpasses. All areas shall be pressure washed on a monthly basis. See attached map of downtown locations (Exhibit "H"). Additional underpasses will be added on as needed basis and a price is to be included in the compensation schedule as an additional line item.

The stairs, sidewalk, and walkways around City Hall will be pressure washed with heat on a monthly basis. During Festival of Lights, this area is to be pressure washed with heat on a weekly basis. See special events section for details.

The Contractor shall have the duty of litter & debris removal; including the necessary maintenance of any appurtenant structures and equipment as normal maintenance as specified in the project specifications. Contractor shall also be required to maintain hard surface areas; including curbs and gutters, and sidewalks and to provide miscellaneous services activities and general ground policing in Maintenance Areas. Service frequencies shall be described in detail in the proposal.

Contractor shall use appropriate pressure while power washing units to reduce risk of damage to concrete. Damage not reported will be the sole responsibility of the contractor.

Contractor shall also be required to report all graffiti, abandoned shopping carts, evidence of homeless persons, and apparent Code Enforcement violations within the Maintenance Areas while on site to the 311 Call Center at (951) 826-5311.

A. Performance of the Work. Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this RFP.

B. Standard of Performance. Contractor agrees that all services provider hereunder shall be performed in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by the Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Urban Forester Manager; and that both work and materials will meet fully the requirements of these Technical Specifications.

C. Protection of Property. All public and private property or improvements shall be

safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

- D. **Defective Work.** The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.
- E. **Communications Regarding the Work.** After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and mailed, or hand delivered to:

Robert Filiar
Urban Forester Manager
City of Riverside
8095 Lincoln Avenue
Riverside, California 92504

- F. **Emergency Work.** In case of an emergency, that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Urban Forester Manager within fifteen (15) calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

- G. **Extra Work.** Extra Work may include, but not be limited to pressure washing or sweeping of maintenance areas prior to or after a special event.

In the event the Contractor is required by the City and agrees to perform Extra Work the following will govern the work:

1. Extra work will not be initiated without written authorization.
2. An estimate of the costs and time for completion will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports

of Extra Work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental. The report shall include hours worked.

3. Work will be executed under the direction of the Urban Forester Manager or his/her designated representative on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
4. The Contractor shall be required to begin extra work promptly once authorization is obtained.
5. Parts for such repairs will be billed at the Contractor's wholesale cost. Labor costs will be billed at the rates listed in the Compensation Schedule. Contractor shall process a separate invoice requesting payment for approved Extra Work.

No work of any kind shall be considered as extra unless written authorization is issued by the City for said work before work commences. The City is not compelled to award all Extra Work to Contractor. In some instances, additional bids may be solicited from other vendors or the work may be completed by City staff.

H. Inspection. Contractor shall perform a weekly inspection of the complete Maintenance Areas. A written report shall be submitted to the City the business day following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

- A. The inspection and administration costs indicated in this Article shall require a maximum of five (5) hours per week of City staff time. The cost of all time in excess of the 5 hour maximum incurred due to inadequate level of maintenance and/or poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be as specified in Section 2.08 of this RFP plus cost for needed equipment. The City shall maintain an accurate log of inspection and administrative time, which will be available for review by the Contractor.

The cost for all time in excess of the stated criteria required due to inadequate level of maintenance and poor administrative preparation on the part of the Contractor, shall be deducted and forfeited from payments. The actual cost computation shall be made using the Inspector's costs including all direct and indirect administrative costs at the time costs are incurred.

- B. The Project Manager shall meet on site with an authorized representative of the City on a weekly basis for a daytime walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City as follows:

1. The City will provide a written notice ("Punch List") to the Contractor

to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform the work utilizing City employees and/or contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. Should it become necessary for the City to provide personnel to assist or complete a task as per the Contract Documents, the Contractor will be billed for all costs, plus a 30% administrative fee.

2. Any action taken by the City pursuant to this Article shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provisions of the Contract Documents.

Materials furnished and work done under the Contract will be subject to rigid inspection. Work or material that does not conform to this RFP, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor is permitted or directed to do work during regular City business hours or to vary the period during which work is carried on each day, it shall give the Urban Forester Manager due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Urban Forester Manager.

3. The City's authorized representative shall at all times have access to the work.

- C. Cost of Overtime Inspection. Overtime work performed at the option of, or for the convenience of the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be as shown in the following schedule with the exception of administrative personnel:

Classification	Charge Per Hour
Field Services Operations Manager	\$100.00
Public Works Inspector	\$100.00
Urban Forester Manager	\$100.00

4. Schedules

A. Initial Schedules

1. Within 48 hours after the Notice to Proceed has been given, and prior to the start of any

work, the Contractor shall submit to the Urban Forester Manager for approval three (3) copies of its proposed weekly schedule with sub-schedules of periodic activities. If the Urban Forester Manager notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 48 hours thereafter.

2. The schedules shall be in a form acceptable to the Urban Forester Manager.
3. The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

B. Revised Schedules

1. After start of the work, the Contractor shall submit revised service schedules to the Urban Forester Manager not later than the 1st and 15th day of each month thereafter until completion of the Contract.
2. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

C. Service Frequencies

1. In no event shall the Contractor provide services less than those identified in the contract. However, increased service frequencies may be required at times to provide an acceptable level of service, to maintain the facilities in an acceptable condition. If additional frequencies are necessary, it shall be at no additional cost to City.
2. If extensive use requires that the Contractor increase frequency schedules for an extended period of time, (three to four months) the Contractor may submit to the City a request for a Change Order. The issuance of a Change Order shall be at the sole discretion of the Urban Forester Manager.

D. Maintenance Schedules and Reports

On the first weekday of each month, the Contractor shall submit the required monthly service schedule illustrating all areas listed in the contract and the expected day(s) of completion. No later than the fifth day of each month, the contractor shall submit a monthly report of work completed the previous month.

5. Contractor's Responsibilities for Losses or Liabilities

A. Risk of Loss:

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen

obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which it has been entrusted. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

B. Materials and Facilities:

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
2. The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or because of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Urban Forester Manager, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.
4. All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:
 - a. Turf areas: All damage as a result of Contractor's operations shall be replaced or repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement with sod.
 - b. Shrubs and plants: All areas damaged by the Contractor shall be repaired or replaced by the Contractor.
 - c. Chemicals: All damage resulting from chemical operations shall be corrected, as directed by the Landscape Maintenance Inspector.
 - d. Trees: Trees damaged by Contractor's operations shall be replaced using the ISA tree appraisal procedures for determining the size of replacement trees.
 - e. Irrigation systems: Irrigation systems or parts thereof damaged by the Contractor shall be repaired or replaced by the Contractor.
 - f. Hardscape (curbs, sidewalks, gutters, roadways, tree wells, medians, walkways,

etc.): All areas damaged by the Contractor shall be repaired or replaced by the Contractor.

6. Contractor Staff/Employees & Workers

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. All of the Contractor's maintenance personnel shall be supervised by a qualified, English-speaking foreman in the employ of the Contractor. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English.
- B. Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.
- C. If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Urban Forester Manager, or is in the opinion of the Urban Forester Manager, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Urban Forester Manager.
- D. Contractor shall have a supervisor/foreman available at all times to address customer/City concerns.

7. Subcontractors

If using subcontractors, the following shall apply:

- A. All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.
- B. Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be considered the employer of any subcontractor, and as fully responsible to the City for the acts and omissions of persons employed by them as he/she is for the acts and omissions of persons directly employed by Contractor.
- D. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.

- E. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work, which are specified to be performed by specialty Contractors.

8. Cooperation with Other Work Forces

- A. The City reserves the right to perform other work at or near the Maintenance Areas at any time by the use of its own forces or other contractors.
- B. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity during the Contract term. There may be some interference between these activities and the work completed under this RFP. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

9. Waste Disposal & General Clean-up

All glass, leaves, paper and other debris shall be removed and disposed of offsite prior to contractor's performance of the services.

All walkways, roadways, trails or other areas dirtied by contractor's performance of the services shall be cleaned and all debris disposed of offsite prior to the completion of that day's services or the end of the day, whichever occurs first. All debris generated from Contractors operations shall be picked up and disposed of offsite. No debris shall be blown into streets and roadways.

10. Materials Storage

No City of Riverside facilities will be available for the storage of materials or supplies used in connection with the performance of the work. Space for the storage and/or staging of equipment, stockpiling of debris, or any other needs required for its performance of the services, shall be acquired by Contractor at its own expense.

11. Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Urban Forester Manager, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials will be inspected upon arrival at the maintenance site(s), except when other inspection requirements are provided for specific materials in other sections of these Project Specifications.

12. Safety

A. General

1. Contractor agrees to perform all work outlined in this RFP in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Contractor shall inspect all hazards and potential hazards in the Maintenance Areas and is required to keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
2. It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintenance Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintenance Areas, including a complete written report thereof to the City within five (5) calendar days of the injury or death.
3. Prior to the start of any work under the Contract, Contractor shall submit two (2) copies of their Injury Illness Prevention Plan as required by Cal/OSHA.

B. Protection of Persons and Property

Contractor's Responsibility: Notwithstanding any other provision of this RFP, the Contractor shall be solely and completely responsible for conditions of the Maintenance Areas, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

C. Protection from Hazards

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Urban Forester Manager a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) calendar days prior to the delivery of such materials to the job site or use

of such materials at a manufacturing plant where Urban Forester Manager can perform an inspection. For materials that are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT," of this RFP.

D. Differing Site Conditions

1. Before such conditions are disturbed, the Contractor shall promptly notify the Urban Forester Manager in writing of:
 - a. Material that the Contractor believes may be hazardous waste that is required by law to be removed to a Class I, Class II, or Class III disposal site.
 - b. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this RFP.
2. The Urban Forester Manager will promptly investigate the conditions and if he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under the Contract, an equitable adjustment will be made, as determined by the Urban Forester Manager.
3. In the event of disagreement between the Contractor and Urban Forester Manager whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

13. Cleaning and Environmental Controls

- A. Contractor shall maintain areas in a clean and orderly condition, free of waste materials, debris, and rubbish. Contractor shall remove waste materials, debris, and rubbish from maintenance areas and dispose of all trash collected in the maintenance area at the Contractor's expense.
- B. The Contractor shall take appropriate action to ensure that no dust originates from the Maintenance Areas.
- C. Contractor shall ensure that all wash water and/or waste water is captured and properly disposed of. No wash water and/or waste water shall be allowed to enter the City's storm drain system or local waterways. The contractor shall employ appropriate Best Management

Practices (BMPs) to ensure non-storm water runoff does not enter any City storm drains.

- D. Contractor is required to be pre-qualified and placed on the city's approved pressure washer list. This requires demonstration and review of the contractor's water recovery system and work procedures.
- E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance, or local waterways shall be checked by contractor and maintained daily to prevent leaks or spills of materials. Contractor shall ensure proper capture, containment, collection, and disposal of any leaks, spills, or material deposits onto any surface.
- F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products, or any other materials shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into City storm drains, runoff conveyances, or local waterways. When operations are completed, any excess materials or debris shall be removed from the work area.
- G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

14. Recycled, Reusable and Recyclable Products

The Contractor is encouraged to support the City of Riverside in recycling efforts. It is City policy that all City Divisions and Sections shall utilize recycled, reusable, and recyclable products to the maximum extent practicable. Preference will be given to recycled, reusable and recyclable products, over non-recycled, non-reusable and non-recyclable products, fitness and quality being equal, whenever available at no more than the total cost of non-recycled, non-reusable and non-recyclable products.

Contractors are encouraged to propose recycled, reusable and recyclable products for use by the City of Riverside. Those items should be clearly identified. The City of Riverside may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

All Contractors that provide goods, supplies, or equipment to the City that contain recycled material shall provide the following information, in writing, to the Urban Forester Manager:

1. The minimum, if not the exact, percentage of recycled material, both postconsumer waste and/or secondary waste (listed separately), in the goods, supplies, or equipment; and
2. The quantity and total dollar amount of the goods, supplies or equipment provided to the City with recycled material content.

15. Vehicle Limitations

The Contractor shall at no time drive vehicles on turf for any reason.

16. Traffic Control, Public Convenience and Safety

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintenance Areas, and as directed by the Urban Forester Manager.

17. Special Events

- A. The Contractor shall conduct a thorough inspection of hardscape, curb and gutter three days in advance of special events and during the course of ongoing special events in the Maintenance Areas. Corrective action shall be completed within 24 hours.
- B. The Contractor shall conduct a thorough inspection of Hardscape, curb and gutter condition the morning after the conclusion of special events in the Maintenance Areas. Corrective action shall be completed within 24 hours.
- C. The Festival of Lights (FOL) takes place in the Downtown area starting the day after Thanksgiving thru the second Monday of January. During this time frame, the contractor is to provide a weekly service to all the areas in the downtown area. All walkways, sidewalks, areas around City Hall, and all stationary trashcans are to be pressured washed with heat. This shall include cocoa and beverage spills, food spills, substance removal, and the removal of any residual buildup of dirt, mud or debris at the juncture of the curb and gutter. The contractor shall use recapture unit. Contractor is to work between the hours of Midnight to 7am.

18. Litter and Debris

- A. General. The Contractor shall be responsible for machine sweeping/power washing and debris removal from sidewalks; gutters; wheelchair ramps; storefronts; on, under or around fixtures on a one-time monthly.
- B. Graffiti. The Contractor shall canvass the Maintenance Areas while on site and immediately report graffiti locations to the 311 Call Center at (951) 826-5311. This shall include but not be limited to painted graffiti, marker images, etchings, and stickers on signs and/or other fixtures.
- C. Abandoned Shopping Carts. The Contractor shall canvass the Maintenance Areas while on site and immediately report abandoned shopping cart locations to the 311 Call Center at (951) 826-5311.

- D. Other Conditions of Blight/Security. The contractor shall canvass the Maintenance Areas while on site and immediately report conditions of blight and security concerns to the 311 Call Center at (951) 826-5311. In an emergency, the Contractor shall report the items to the Riverside Police Department 951-787-7911.
- E. Contractor Operations. The Contractor shall promptly remove from the work area all debris generated by the performance of the work specified herein. If applicable, the Contractor shall transport and dispose of said debris at the Robert A. Nelson Transfer Station at the Contractor's expense. Weigh tickets from the prior month's disposal must be submitted to the City by the first of each month.
- F. Special Events. The Contractor shall conduct a thorough inspection of the Maintenance Areas on the morning of special events, during the course of ongoing special events, and the morning after the conclusion of special events to ensure the cleanliness of the area. Corrective action shall be completed immediately.

19. Curb, Gutter, Sidewalk, Fixture, Trashcans, Tree Well, Sidewalk Ramp, Fixture Drain, Mural Cleaning, Underpass Services And General Maintenance

- A. Hot Pressure Wash.
 - 1. The Contractor shall hot pressure wash sidewalks, wheel chair ramps, fixtures, trashcans, tree wells, sidewalk ramps, curb tops, curb faces, cross walks, and concrete gutters once per month with appropriate pressure to minimize risk of causing damage to concrete. This shall include gum and substance removal and the removal of any residual buildup of dirt, mud or debris at the juncture of the curb and gutter. The contractor shall use recapture unit.
 - 2. The Contractor shall hot pressure the murals and underpasses at Arlington Avenue, Central Avenue, Madison Avenue, Mary Street, Pierce Street, and Tyler Street one-time per month.
 - 3. The Contractor shall clean sidewalks and gutters one-time per month.
 - 4. The Contractor shall hot pressure wash furniture, trashcans, and fixtures one-time per month. This shall include gum and substance removal. The contract shall use recapture unit.
 - 5. The Contractor shall sweep or remove debris from the curb return and gutter line one-time per month.
- B. Drains. The Contractor shall keep all drains and catch basins free of silt and debris at all times.
- C. Signs. The Contractor shall keep monument, street and other signs free of dirt and debris and report any damage to the City immediately. Removal of stickers on signs is not the

Contractor's responsibility but the Contractor shall report such incidences to the City immediately.

D. Sidewalks and Walkways.

1. The Contractor shall immediately notify the City of any conditions that may affect the health and safety of the public.
2. The Contractor shall replace all sidewalks, walkways, and roadways damaged by the Contractor's negligence.
3. The Contractor shall not be permitted to blow dirt and debris into traffic lanes. All litter and debris shall be either manually removed or vacuumed. The tops of all stamped concrete surfaces shall be kept clean of dirt and debris.
4. All sidewalks and walkways are to be kept clean at all times. All spillages on sidewalks and walkways shall be removed as needed.

E. Special Events.

1. The Contractor shall hot pressure wash sidewalks, wheel chair ramps, trashcans, tree well covers, curb tops, and curb faces the day before special events to ensure the cleanliness of the area. The morning of special events, the Contractor shall inspect the Maintenance Areas to ensure the cleanliness of the sidewalks, wheel chair ramps, trashcans, tree well covers, curb tops, and curb faces. This shall include gum and substance removal. The contractor shall use recapture unit.
2. The Contractor shall hot pressure wash sidewalks, wheel chair ramps, trashcans, tree well covers, curb tops, and curb faces the morning after the conclusion of special events in the Maintenance Areas. This shall include gum and substance removal. The contractor shall use recapture unit.

20. Drainage Systems

A. General. The Contractor shall:

1. Keep surface drains ("V" ditches") in the Maintenance Areas free of debris and plant growth so water will have an unimpeded passage to its outlet.
2. Flush all sub surface drains (except storm drains) with water to avoid buildup of silt and debris on a monthly basis and as requested by the City. All inlets to sub surface drains shall be kept clear of leaves, paper and other debris to ensure the unimpeded passage of water. Contractor shall immediately, upon discovery, notify City of all broken or stolen sections of pipe, catch basin boxes, and grates.

B. Special Events. The Contractor shall:

1. The Contractor shall conduct a thorough inspection to evaluate the condition of the drainage system three days in advance of special events and during the course of ongoing special events in the Maintenance Areas. Corrective action shall be completed within 24 hours.
2. The Contractor shall conduct a thorough inspection of the condition of drainage system the morning after the conclusion of special events in the Maintenance Areas. Corrective action shall be completed within 24 hours.

21. Data to be Furnished by the Contractor

The Contractor shall furnish the Urban Forester Manager with such information, as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time, and must be turned over to the City within five (5) calendar days of request.

22. Signage

- A. Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City.
- B. Contractor shall not post advertising signs and banners within the Maintenance Areas. All signs used by the Contractor shall be kept "graffiti free" at all times.
- C. Contractor shall remove all unauthorized signs and advertising within the Maintenance Areas. Contractor shall also be responsible for the removal of debris.

23. Contractor Customer Service Standards

The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Contractor Service Standards Acknowledgment, which is hereby made a part of this RFP (Exhibit "G").

EXHIBIT "B"
COMPENSATION

EXHIBIT "D"**COMPENSATION SCHEDULE**Proposer Name: Qualified Mobile, Inc.

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Item No.	Description	Quantity	Unit	Amount
1.	Main Street Mall : Fifth to Tenth Streets, around City Hall, University and Mission Avenues from Market to and including the Underpasses Power Washing	All within specified limits	Per month 7998.08	\$ 95,976.96
2.	Underpasses at Central, Arlington, Mary, Madison, Tyler and Pierce (Including murals at Tyler and Pierce)	All within specified limits	Per month 1932.00	\$ 23,184.00

Additional Items		
1.	Per occurrence cost per block of the Downtown area	\$ 380.80
2.	Per occurrence cost for any freeway or RR underpass within the City including murals	\$ 322.00
3.	Hourly cost for additional labor	\$ 42.00
4.	Hourly cost for additional Supervisor	\$ 42.00

EXHIBIT "C"

KEY PERSONNEL



1.3 COMPANY PERSONNEL & CONTACT INFORMATION

Please note that all of the staff listed on this page can be contacted directly by dialing (951) 549-8383 during normal business hours. After hours the out-going message explains how to page the "on-call" customer services representative.

- ♦ John Berryman, Jr., President and Owner. Holds Bachelor's Degree in Business Administration from California State University at Fullerton. Worked in Customer Service and Sales for a printing company for 5+ years prior to starting Qualified Mobile, Inc. in 1985. Duties include oversight of all operational aspects of QMI, including human resource management, man-power and service scheduling, maintenance and in-house manufacturing.
- ♦ Don Cremer, Director of Customer Services and Sales. Extensive work history and experience in all aspects of managing multi-million dollar service contracts. Highly skilled in customer relations and operations management. With QMI since 3/97. Duties include providing customer service, field calls to ensure quality, marketing and sales, new job starts.
- ♦ Louis Lavison, Manager of Customer Services. Louis is a hands on Project Manager, has worked in various fields like plumbing, mechanical and was a painting contractor. With QMI since 6/08. Duties include assists with job start-ups and staff training on special or unique work sites. Notifying clients of up-coming services and service resolution when needed.
- ♦ Jose Solis, Human Resource Manager. Holds an "AA" in Business Management. Extensive work history in a high production environment. With QMI since 1/06. Duties include managing all aspects of the Human Resource and Employee Services. Performs random inspections of work while in progress.
- ♦ Chris Horrell, Accounting Manager. Duties include accounts receivable management, collections, cash management, staff management, oversee payroll and all office activities.
- ♦ Gabriel Vasquez, Senior Field Supervisor. Has worked his way from entry level line employee to his current position. With QMI since 1994. Duties include supervision of all line staff and other supervisors and foreman. Participates in the scheduling of line personnel. Provides on site customer services and job start preparations.
- ♦ Alex Garcia, Field Supervisor. Has worked his way from entry level helper to his current position. With QMI since 1999. Duties include supervision of all line staff and foreman.
- ♦ Eddie Sandoval, Field Supervisor. Hired on with QMI in 2001, directly supervises foreman and line staff. Heavily involved in special projects and show preparations.
- ♦ Jordan Piel, Office Manager. Duties include Direction of office staff, telephone inquiries, customer service, accounts receivables and billing. With QMI since 2019.
- ♦ Kathleen Clark, Administrative Assistant. Duties include working closely with and facilitating all Executive level activities including financial management, reporting, customer relations, staff recognition and rewards programs, and administrative systems management.

RFP AWARD RECOMMENDATION

CITY OF RIVERSIDE
Finance Department

DATE SUBMITTED: June 18, 2019

RFP NO.	RFP TITLE	DEPARTMENT/DIVISION
1909	Municipal Pressure Washing and Cleaning Services for Various Locations Throughout the City	Public Works
		DATE RFP OPENED
		03/21/2019
PROPOSALS RECEIVED (3)		INVITATIONS ISSUED (Online)

PROPOSERS	CITY	EVALUATION RANKING
Qualified Mobile, Inc.	Norco, CA	1
Mr. Window Cleaning	Lake Elsinore, CA	2
Green Clean Water & Waste Services, Inc.	Ladera Ranch, CA	3

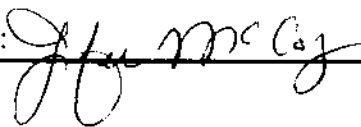
RFP DESCRIPTION: The City of Riverside is seeking a qualified entity or individual to provide pressure washing and cleaning services for various sidewalks, fixtures, murals and underpasses located throughout the city. The City anticipates selecting one firm to perform the services.

RFP Recommended For Award (Includes Sales Tax) ☐ 10% Surety Included ☒ Contract
☒ 10% Surety not required ☐ Purchase Order

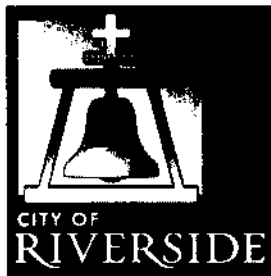
Best Ranking Proposer	Amount of Award
Qualified Mobile, Inc.	\$395,000.00

COMMENTS:

The Public Works Department has evaluated all proposals received and will be submitting a report requesting that award be made to the best overall solution based on the evaluation process. The Purchasing Division concurs that the action to award is in compliance with Purchasing Resolution 23256.

Submitted by: 

Date: 5/7/19 Purchasing Manager



**CITY COUNCIL,
SUCCESSOR AGENCY,
AND
HOUSING AUTHORITY
MINUTES**

City Arts & Innovation

TUESDAY, JUNE 18, 2019, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCILMEMBERS

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R Y	A D A M S
	1	2	3	4	5	6	7
\$1,235,000, under Section 404 of Purchasing Resolution No. 23256; (3) approved the annual purchase of 50 percent Citric Acid from Pacific Star Chemical, Sherwood, Oregon, in the amount of \$144,900 under Section 404 of Purchasing Resolution No. 23256; (4) approved the annual purchase of 25 percent Sodium Bisulfate from Univar USA, Inc., Kent, Washington, in the amount of \$401,750; and (5) approved the purchase of Polymer from Solenis LLC., Wilmington, Delaware, in the amount of \$300,000, under Section 404 of Purchasing Resolution No. 23256. AGREEMENT - MUNICIPAL PRESSURE WASHING AND CLEANING SERVICES The City Council (1) approved a Professional Services Agreement with Qualified Mobile, Inc., Norco, in an amount not-to-exceed \$395,000 from Public Works Department Budget for municipal pressure washing through June 30, 2022; and (2) authorized the City Manager, or his designee, to execute the Professional Services Agreement, including making minor and non-substantive changes. AGREEMENT - SHOPPING CART RETRIEVAL SERVICES The City Council (1) approved a Professional Consultant Services Agreement with Retail Marketing Services, Inc., dba Cartrac, in the amount of \$300,000 from Public Works Department Budget for cart retrieval services at various locations through June 30, 2022, with an option to extend for two additional one-year terms; and (2) authorized the City Manager, or his designee, to execute the Professional Consultant Services Agreement with Retail Marketing Services, Inc., dba Cartrac, including the two optional one-year extensions and making any minor non-substantial change. AGREEMENT - LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES - SYCAMORE HIGHLANDS LANDSCAPE MAINTENANCE DISTRICT - CANYON SPRINGS/CANYON CROSSINGS BUSINESS DISTRICT The City Council (1) approved a Professional Services Agreement with Greentech Landscape, Inc., in the amount not-to-exceed \$443,495 from Public Works Department Landscape Maintenance Account for landscape and general outside maintenance services for Sycamore							



QUALMOB-01

ADAVIS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0767776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517		CONTACT NAME: Nicole Nesbitt PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com	
INSURED Qualified Mobile, Inc. 1623 Industrial Avenue Norco, CA 92860		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Company NAIC # 24074 INSURER B: West American Insurance Co 44393 INSURER C: Pacific Compensation Insurance Company 11555 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 001**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☒ LOC ☐ OTHER ☐	☒	BKO1955798211	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐	☒	BAW1955798211	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DEF DEFENTION S ☐
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N/A Yes, describe under DESCRIPTION OF OPERATIONS below	☒	WA00193503	11/15/2018	11/15/2019	PER STATUTE ☒ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Revised 05-02-2019: This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

RE: Pressure Washing, Sidewalk and Fixture Cleaning Services

City of Riverside, its officers and employees are Additional Insured with regard to the General Liability policy, when required by written contract, per the attached endorsement form CG8810 04/13. Additional Insured with regard to the Auto Liability policy, when required by written contract, per the attached endorsement form CA8810 01/13. Waiver of Subrogation applies to the Workers Compensation policy, when required by written contract, per the attached endorsement form WC990315 10/07.

CERTIFICATE HOLDER**CANCELLATION**

City of Riverside
 c/o Risk Management
 3900 Main Street
 Riverside, CA 92522

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: May 6, 2019

PARTIES: Qualified Mobile, Inc., and the City of Riverside

PROJECT DESCRIPTION: Municipal Pressure Washing

SCOPE OF CONTRACT/SERVICE: Municipal Pressure Washing and Cleaning Services for Various Sidewalks, Fixtures, Murals and Underpasses Located Throughout The City

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Public Works

BUDGET ACCOUNT (GL Key and Object): 4110110-421000

DEPT. HEAD APPROVAL: [Signature] 5-6-2019

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

- (X) Formal Procurement (Bid #, RFP #, panel, etc.): RFP1909
- () Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _____
- () Emergency Procurement (date, event, etc.): _____

(X) Requisition Number: Y194782

() Date Approved by City Council/Board: On 6/18/19 agenda

Purchasing Division Validation: BH Date: 5/9/19
VALIDATED FOR PROCUREMENT ONLY

PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov

g:\deptcommon\masters\agreements\Dept Head Approval Slip_122017

effective

NEO

YFA available = \$187,640 PFA/20
05-13-19

RECEIVED
MAY 08 2019
FINANCE
ADMIN

= 07-01-19 TO 06-30-22

= \$395,000-