

AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES  
FOR VARIOUS CITY COMMUNITY CENTERS

VALLEY MAINTENANCE CORP.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and VALLEY MAINTENANCE CORP., a California Corporation, 3660 Wilshire Boulevard, Suite 506, Los Angeles, California 90010 ("Contractor"), mutually agree as follows:

1. Scope of Work. Contractor shall furnish all labor, materials and equipment for and perform the work of complete janitorial maintenance services for various community centers located in the City of Riverside ("the Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Parks, Recreation and Community Services Department Request for Proposals for Annual Janitorial Maintenance for City Community Centers No. 1300, dated October 2011 ("RFP"), and Addendum #1 dated November 3, 2011, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall be from January 18, 2017, through June 30, 2017, unless earlier terminated as provided herein. All such extensions/amendments shall be made in writing and approved by the City Manager, subject to the availability of budgeted funds. Any extension/amendment requiring a supplemental appropriation of funds must be approved by the City Council.

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 One Hundred Thirty-Two Thousand Five Hundred Eighty Two Dollars and Fifty-Six Cents (\$131,582.56). City shall pay

Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit "A" 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. Extra Materials. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually rendered.

5. Warranties. Contractor shall obtain in the name of City, or transfer or assign to City or City's designee, any and all warranties or guarantees which Contractor obtained from manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

6. 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.

7. 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.

8. Business License. As a condition of this Agreement, Contractor shall secure a

business license to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

9. Worker's 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 or self-insurance evidencing 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 the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class VII or larger.

10. Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance and completed City Additional Insured Endorsement forms (or insurance company equivalent acceptable to City) evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

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

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are 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 project. The retroactive date of the coverage must also be listed.

- d. 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 of Riverside.

11. Termination. City and Contractor 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 day's 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 day's written notice if:

- (1) Contractor fails to promptly begin performance of the Services; or
- (2) Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- (3) Contractor discontinues performance of the Services; or
- (4) Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law; or
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement; or
- (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.

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.

12. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees,

which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

13. Defense Obligation. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless or, which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

14. 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, sex or sexual orientation, 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.

15. Prevailing Wage. When applicable, pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors 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](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein.

16. 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:

<u>City</u>	<u>Contractor</u>
City of Riverside Parks, Recreation & Comm. Services Director 6927 Magnolia Avenue Riverside, California 92506	Valley Maintenance Corp. Byung S. Lee, President 3660 Wilshire Blvd., Suite 506 Los Angeles, California 90010

17. 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 a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorney's fees, to be set by the court in such action.

18. 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.

19. Attorney's Fees. In the event any legal action is commenced to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall, in addition to any other cost and relief, be entitled to its reasonable attorney fees.

20. 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

21. 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.

22. 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

VALLEY MAINTENANCE CORP., a California  
corporation

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name: *Byung Suck Lee*  
Title: *president*

ATTEST:  
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: *Byung Suck Lee*  
Title: *Secretary*

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

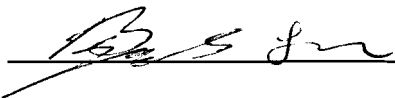
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

VALLEY MAINTENANCE CORP.

By: 

Date: 12-15-2016

**EXHIBIT "A"**  
**COMPENSATION SCHEDULE**  
**(Agreement for Annual Janitorial Maintenance Services)**

ITEM NO.	LOCATION	APPROX. SQ. FT.	MONTHLY PRICE
1	Ameal Moore Nature Center - Sycamore Canyon Wilderness Park	1,050	\$274.13
2	Bobby Bonds Sports Complex - Cesar Chavez Community Center	37,605	\$2,798.23
3	Bobby Bonds Sports Complex - Gymnasium	18,511	\$1,866.20
4	Bobby Bonds Sports Complex - Youth Opportunity Center	5,715	\$700.90
5	Bobby Bonds Sports Complex - Day Care Building	5,720	\$1,050.00
6	Bordwell Park - Stratton Community Center	9,947	\$1,166.38
7	Bryant Park - Arlanza Community Center	22,214	\$1,866.20
8	Bryant Park - Eric Solander Suites B and C	6,187	\$933.10
9	Fairmount Park – Stewart's Boathouse	2,300	\$466.55
10	Fairmount Park - Izaak Walton Building	2,148	\$357.98
11	Fairmount Golf Course	2,790	\$540.00
12	Hunt Park - Renck Community Center	6,337	\$838.50
13	La Sierra Park - La Sierra Community Center	8,280	\$933.10
14	La Sierra Park - La Sierra Senior Center	12,680	\$1,399.65
15	Lincoln Park - Community Center	1,700	\$368.73
16	Nichols Park - Joyce Jackson Community Center	8,280	\$1,071.78
17	Orange Terrace Community Park - Orange Terrace Community Center	24,875	\$2,099.48
18	Reid Park - Ruth Lewis Community Center	8,280	\$1,071.78
19	Reid Park - Springbrook Clubhouse	5,997	\$645.00
20	Villegas Park - Villegas Community Center	18,391	\$2,027.45
21	Villegas Park - Brown Room	989	\$233.28
22	White Park - Dales Senior Center	10,720	\$1,397.50
<b>TOTAL COST</b>			<b>\$24,105.92</b>

<b>ADDITIONAL / SUBTRACTING ITEMS</b>		
1	Additional areas/facilities, per square foot	\$0.10
2	Additional stripping, waxing and sealing floors, per square foot	\$0.22
3	Additional window washing, per hour	\$18.75
4	Additional cleaning (including sweeping, mopping, dusting, kitchen and restroom), per square foot	\$0.15
5	Additional carpet and upholstery cleaning, per square foot	\$0.14
6	Emergency services, per hour	\$28.00
7	Additional labor, per person per hour	\$17.50
8	Additional Supervisor, per person per hour	\$35.00