

AGREEMENT FOR ANNUAL JANITORIAL MAINTENANCE SERVICES

BREAKMART LLC DBA MD COMMERCIAL CLEANING

(RFP1679 – Annual Janitorial Maintenance Services for City Community Centers)

On this _____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and BREAKMART LLC DOING BUSINESS AS MD COMMERCIAL CLEANING (“Contractor”), a limited liability company, mutually agree as follows:

1. Contractor shall perform Custodial Services (“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 No. 1679 for Annual Janitorial Maintenance Services for City Community Centers (“RFP”) Addenda, and Contractor’s Proposal dated March 9, 2017; 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. The term of the Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2018, unless earlier terminated as provided herein. The term may be extended by mutual consent of the parties for additional one (1) year periods not to exceed a total of three (3) additional years. 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. City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Four Hundred Twenty-Four Thousand Six Hundred Ninety-Three Dollars and Eighty Cents (\$424,693.80)**. 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 referenced. 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. 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. 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.

6. Prior to City's execution of this Agreement, Contractor shall furnish City with two (2) completed surety bonds (on bond forms provided by City), one as security for the faithful performance of this Agreement and one as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of one hundred per cent (100%) of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within ten (10) days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied.

7. 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 policyholder's rating of A or higher and a Financial Class VII or larger.

8. Except as to the sole negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the 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 of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the 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.

9. 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.

10. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, such commercial general, automobile liability insurance and commercial crime/fidelity 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 or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policyholder's rating of A or higher and a Financial Class VII or larger.

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

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designee.

Contractor's crime/fidelity insurance policy shall cover criminal acts such as robbery, burglary and other forms of theft in an amount not less than \$100,000 per occurrence limit.

These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 8 hereof.

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

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

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.

11. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap,, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of this Agreement.

12. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part of hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

13. 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:

City

Parks, Recreation & Community
Services Department
CITY OF RIVERSIDE
Attn: Lee Withers
8095 Lincoln Avenue
Riverside, CA 92504

Contractor

BreakMart LLC dba MD
Commercial Cleaning
Attn: DeCarlos Daniels
603 Seagaze Drive, #718
Oceanside, CA 92054

14. 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 attorneys' fees, to be set by the court in such action.

15. 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 such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may specifically provided in this Agreement or as may otherwise agreed in writing.

16. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State and local laws and ordinances and all lawful orders, rules and regulations.

17. 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

18. 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.

19. 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 and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

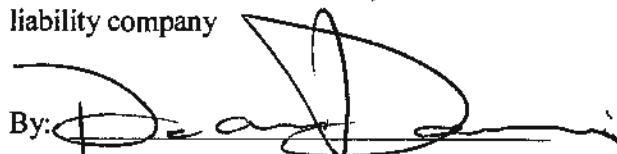
(Signatures on following page)

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

BREAKMART LLC DBA MD
COMMERCIAL CLEANING, a limited
liability company

By: _____
City Manager

By: 

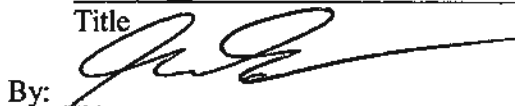
Decarlos Daniels

Printed Name

CEO

Title

Attest: _____
City Clerk

By: 

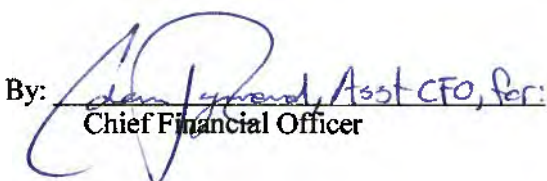
MASSAH A. CHATTON

Printed Name

CEO

Title

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.

Date: 5/31/17

BREAKMART LLC DBA MD
COMMERICAL CLEANING

By: 

MARSHALL CHATTON JR, CFO
Printed Name and Title

Exhibit "A"

COMPENSATION SCHEDULE

Proposer Name: _____

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 the Contract Documents.

#	FACILITY	ADDRESS	APPROX. SQ. FT.	MONTHLY COST	ANNUAL COST
1	Bobby Bonds Sports Complex – Cesar Chavez Community Center (excludes Suites 101, 104, 106, 113, 114, 209, and 212)	2060 University Ave.	24,031	\$	\$
2	Bobby Bonds Sports Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and locker rooms)	2060 University Ave.	24,226	\$	\$
3	Bobby Bonds Sports Complex – CHEER Building	2060 University Avenue	5,720	\$	\$
4	Bordwell Park – Stratton Community Center	2008 Martin Luther King Blvd.	9,947	\$	\$
5	Bryant Park – Arlanza Community Center	7950 Philbin Ave.	22,214	\$	\$
6	Bryant Park – Eric Solander Suites B and C	7950 Philbin Ave.	6,187	\$	\$
7	Fairmount Park – Stewarts Boathouse, Lakeside Room (excludes lower floor of building)	2707 Locust St.	2,300	\$	\$
8	Fairmount Park – Izaak Walton Building	2710 Dexter Dr.	2,148	\$	\$
9	Fairmount Golf Course	2681 Dexter Dr.	2,910	\$	\$
10	Hunt Park – Renck Community Center	4015 Jackson St.	13,100	\$	\$
11	La Sierra Park – La Sierra Community Center	5215 La Sierra Ave.	8,280	\$	\$
12	La Sierra Park – La Sierra Senior Center	5215 La Sierra Ave.	12,680	\$	\$
13	Lincoln Park – Community Center	4261 Park Ave.	1,700	\$	\$
14	Nichols Park – Joyce Jackson Community Center	5505 Dewey Ave.	8,280	\$	\$
15	Orange Terrace Community Park – Orange Terrace Comm. Center (excludes Library)	20010 Orange Terrace Pkwy.	24,875	\$	\$
16	Reid Park – Ruth Lewis Community Center	701 N. Orange St.	8,280	\$	\$
17	Reid Park – Springbrook Clubhouse (excludes warehouse)	1011 N. Orange St.	5,997	\$	\$
18	Shamel Park Swimming Pool Building	3650 Arlington Ave.	877	\$	\$
18	Sycamore Canyon Wilderness Park – Ameal Moore Nature Center	400 Central Ave.	1,050	\$	\$
19	Villegas Park – Villegas Community Center	3091 Esperanza St.	18,391	\$	\$
20	Villegas Park – Brown Room (excludes attached outdoor park restroom)	3091 Esperanza St.	989	\$	\$
21	White Park – Dales Senior Center	3936 Chestnut St.	10,720	\$	\$
TOTAL				\$	\$

ADDITIONAL / SUBTRACTING ITEMS		
1	Additional areas/facilities, per square foot	\$
2	Stripping, waxing and sealing floors, per square foot	\$
3	Window washing, per hour	\$
4	Cleaning (including sweeping, mopping, dusting, kitchen and restroom), per square foot	\$
5	Carpet cleaning, per square foot	\$
6	Furniture upholstery cleaning, per square foot	\$
7	Emergency services, per hour	\$
8	Additional labor, per person per hour	\$
9	Additional Supervisor, per person per hour	\$

EXHIBIT "I"

MANUFACTURER'S RECOMMENDATIONS

Vinyl Composition Tile

ARTEFFECTS

EXCELON: STONETEX | COMPANION SQUARE | FEATURE TILE/STRIPS

STANDARD EXCELON: MULTICOLOR | IMPERIAL TEXTURE | IMPERIAL TEXTURE CLASSICS | RAVE

Armstrong commercial vinyl composition tile is coated with the Fast Start Factory Finish. Fortunately, the Fast Start Factory Finish makes initial maintenance quick and easy and does not require removal after installation. It is compatible with commercial floor polishes such as Armstrong S-480 Commercial Floor Polish and reduces the need to strip the tile. Vinyl composition tile requires polishing for protection, ease of maintenance and an attractive overall appearance.

STONETEX: Although Stonetex presents a monolithic or solid-colored image, the speckled pattern enables it to look better longer than Feature Tile or other nonpatterned vinyl composition tile. Stonetex may require more frequent maintenance than a typical vinyl composition tile with a more prominent pattern.

FEATURE TILE: Feature Tile, like solid-colored floors of any composition, shows scratches and soiling more readily than patterned materials. They have been designed for use as decorative bands, borders and spot accent colors in combination with other Armstrong 1/8" Standard EXCELON and EXCELON Tile. Feature Tile is not suitable for use as an overall floor color and is not recommended or guaranteed for this use. When first installed, the plain-colored surface may reveal a light dusty or powdery film and some directional surface markings. These are common to the production of this type of product, but the markings will be eliminated with regular cleaning and polishing, and they will not affect the performance of the floor.

A. Initial Maintenance

Immediately After Installation

1. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust and dirt.
2. Remove any dried adhesive residue with a clean white cloth dampened with mineral spirits, carefully following warnings on container.
3. Damp mop the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner.

NOTE: Do not wet wash, machine scrub, or strip the floor for at least four days after installation. This is to prevent excess moisture from interfering with the adhesive bond and/or seam treatments.

4. Apply two coats of a high-quality commercial floor polish such as Armstrong S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as Armstrong S-495 Commercial Floor Sealer beneath the polish should be considered in areas of high traffic, high soil load and areas where staining potential is high.

NOTE: It is important to protect the floor during the installation and construction phase. If other on-site work is continuing, consider using a protective covering such as plain, undyed kraft paper to guard against damage to the new floor. When moving heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other underlayment panels.

Preparation for Commercial Traffic

Scrub the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner and a scrubbing pad (3M blue/green or equal), or equivalent brushes. If the floor is badly soiled and/or scratched, strip it using the same procedure but substituting a stripping solution such as Armstrong S-490 Commercial Floor Stripper. **NOTE: The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than two years old because they may affect the adhesive bond.**

NOTE: Do not use brown or black pads, or equivalent brushes on any Armstrong resilient floors. Their use could result in permanent damage to the floor.

1. Thoroughly rinse the entire floor with fresh, clean water and allow it to dry completely.
2. Apply 3 to 5 coats of high-quality commercial floor polish such as Armstrong S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as Armstrong S-495 Commercial Floor Sealer should be considered in areas of high traffic, soil load and staining potential.

B. Daily/Regular Maintenance

1. Sweep, dust mop or vacuum daily to remove dirt, grit and soil that can damage the floor and become ground into the surface. Use walk-off mats that are as wide as the doorway and long enough to trap dirt and moisture before traffic reaches the resilient floor. Remember to clean walk-off mats regularly.
2. Damp mopping of the floor should be performed on a regular or daily basis depending upon traffic and soil levels in the building. Use a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner.

C. Periodic Maintenance

1. When needed, scrub the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner using a single disc (300 rpm or less) or automatic floor machine and the appropriate scrubbing pad (red for light scrub, blue/green for a deep scrub) or equivalent brushes.
2. If using a single disc floor machine, remove dirty cleaning solution with a wet vacuum or mop.
3. Thoroughly rinse the entire floor with fresh, clean water and allow it to dry completely.
4. If there is sufficient (3 to 5 coats) polish remaining on the floor, buff, spray buff or burnish to restore gloss.



5. If needed, additional coats of floor polish may be applied at this time.

D. Restorative Maintenance — Stripping

NOTE: Stripping is the process of removing existing layers of sealer and finish and should only be performed when routine daily/periodic procedures are no longer effective. The use of high-quality maintenance products such as Armstrong commercial floor care products and adherence to a well-planned maintenance program will greatly reduce the need for stripping.

NOTE: The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than two years old because they may affect the adhesive bond.

1. Scrub the floor with a properly diluted stripping solution such as Armstrong S-490 Commercial Floor Stripper using a single-disc floor machine (300 rpm or less) equipped with a scrubbing pad (3M blue/green or equal) or equivalent scrub brush.
2. Remove dirty stripping solution with a wet vacuum or mop.
3. Thoroughly rinse the entire floor with fresh, clean water and allow it to dry completely.
4. Apply 3 to 5 coats of high-quality commercial floor polish such as Armstrong S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as Armstrong S-495 Commercial Floor Sealer should be considered in areas of high traffic, soil load and staining potential.



Laminate flooring in
orange Terrace banquet
Room

GENERAL MAINTENANCE

Although the Hybrid Laminate Vinyl top is durable, all floor coverings require some care to look their best and many problems can be prevented before they occur. The type and frequency of traffic on your floor will determine the frequency of maintenance needed. The type of floor and even the color will also have some bearing on how much care may be necessary. For example, solid color floors will visually show scuffs, scratches, dirt and general wear to a greater degree than multi-colors of chips or patterns. Of course, white or light colors will visually show staining to a greater degree than darker colors. For this reason, solid color and white floors should receive special attention in regard to preventative maintenance and amount of care provided. Good judgment when choosing the type and style of floor will help prevent maintenance problems before the floor is even installed!

Here are the proper steps for maintaining your floor:

1. In order to prevent indentations and scratches, provide glass, plastic or other non-staining cups with flat under surfaces not less than 2" in width for the legs of heavy furniture or appliance. Equip swiveled-type office chairs and other rolling furniture with broad surface non-staining casters at least 2" in diameter. Remove small diameter buttons from the legs of straight chairs and replace with metal glides that have bearing surfaces not less than 1" in diameter.
2. Protect your floor against burns. Burns from the glowing end of a cigarette, matches, or other extremely hot items can damage the floor.
3. **Do not flood or leave any standing water and/or cleaner on the floor. This can cause issue with water infiltration on or into the hybrid laminate hardboard base.** Problems associated with excessive moisture can affect the job site and should be addressed. Protect your floor from tracked-in-dirt and grit particles by using mats at all outside entrances. Take time to remove any imbedded grit particles from shoe soles before entering the room. Avoid the use of rubber-backed mats, as certain rubber compounds can permanently stain vinyl. Avoid tracking in tar or asphalt from driveways, as this can also discolor vinyl. Avoid high heels on your floor. They can cause permanent damage. Do not use vinegar, one-step cleaner/polishes or oil soaps on floor.
4. All Hybrid Laminate floors have a good resistance to stains. They are not affected by most common household spills; however, any spill should be cleaned up immediately. The longer the spilled materials are left on the floor, the greater the risk of permanently staining the floor. For information regarding the proper method or solution to use on a specific stain, contact our Technical Department. Avoid exposure to direct sunlight for prolonged periods. During peak sunlight hours, the use of the drapes or blinds is recommended. Prolonged direct sunlight can result in discoloration, and excessive temperatures might cause tile expansion.
5. Do not use vinegar as a cleaning agent on the Hybrid laminate floor.

MAINTENANCE FOR METROFLOR HYBRID APPLICATION

- The type frequency of traffic on your floor will determine the frequency of maintenance needed.
- The type of floor, and even the color, will have some bearing on how much care may be necessary.
- Regular adherence to an effective maintenance program should include:
 - thorough dirt and grit regulation and prompt removal of spills and stains
 - protection of the floor surface

The most effective part of any floor maintenance program is the simplest: sweep, dust mop or vacuum flooring DAILY, or more frequently if needed.

Initial Maintenance Upon Completion of the Installation:

1. Sweep or vacuum thoroughly and remove any adhesive residue from surface. Mineral Spirits is fine for this.
2. Do not apply any maintenance products for the first 24 hours. Lightly damp mop with Metroflor Corp. Metroflor Cleaner following instruction on bottle. Remove any scuffs and excessive soil by careful scrubbing. Certain types of rubber heel marks may be removed by rubbing with a cloth dampened in mineral spirits.

Routine Commercial Maintenance:

1. Hybrid Laminate plank has excellent durability and a history of performing well in heavy commercial installations as long as a sound maintenance program is followed. Light daily sweeping, dust mopping or vacuuming will prevent dirt and grit particles from being ground into the surface of the tile. Non-rubber, walk off mats should be used to control the amount of dirt and grit reaching the floor. The mats should be as wide as the doorway and thick enough to trap dirt. Frequent light damp mopping will prevent the floor from becoming heavily soiled and will remove most spills and stains. The amount and type of traffic will dictate the frequency of cleaning. Clean the floor by damp mopping or use an Auto-Scrubbing machine with Metroflor Cleaner following instructions on the bottle. **Do not flood or leave any standing water and/or cleaner on the floor. This can cause issue with water infiltration on or into the hybrid laminate hardboard base.**
2. If the floor receives hard use and becomes extremely dirty, as in heavily used commercial installations, Floor scrubbing with a 175-300 RPM floor Buffer will be necessary with a red scrubbing-type (polyester or nylon) pad. Mop the floor with Metroflor Corp. Konecto Cleaner and work the solution over the floor using the buffer and the scrubbing pad. After this has been done, remove the dirty residue by damp mopping with a clean bucket of Cleaner following instructions on bottle. Let floor dry, you will then see a light film residue, take low speed buffer and a White polishing pad and buff until the film is removed. Please Note: Do not use a buffer that is more than 300 RPM under any circumstances.

Stain Removal:

To remove stubborn spots or stains from Hybrid Laminate floor, always begin with mild cleaners such as Metroflor Corp. Metroflor Cleaner. If this fails to remove stain, use mineral spirits. Do not use harsh solvents such as acetone or lacquer thinner, as these can permanently soften the vinyl surface.

For extreme staining (paints, permanent markers, dyes) try applying fingernail polish remover containing acetone (not straight acetone) applied to a soft cloth and rubbing. Any damage resulting from use of pure solvents IS NOT covered by warranty. Always test stronger cleaning agents on sample pieces or in unnoticeable areas first.

For questions, call our Technical department at 866-887-5357



® Sport and Commercial flooring

Technical Department

MONDO COMMERCIAL FLOORING MAINTENANCE PROCEDURE

General

Mondo would like to thank you for purchasing our commercial rubber flooring. As with any purchase of this nature, we understand that this was an important investment for your facility, one that you will need to properly protect. Mondo's floors are engineered and manufactured with the best possible raw materials to ensure a long and useful life. If you maintain your Mondo floor correctly, it will last for decades.

The following maintenance procedures have been formulated to provide you with an initial maintenance guideline. Your final maintenance program will depend on the size of your facility and the resources and equipment you have dedicated to cleaning your floor. We realize that those factors are going to fluctuate from time to time and from facility to facility and hence these guidelines are provided as an initial step towards the development of your cleaning regimen and program. We strongly suggest that you contact JohnsonDiversey, our recommended cleaning supply partner, for additional guidance. Their in-house professionals will be able to further customize your maintenance program allowing you to maximize your custodial efficiency in addition to maintaining the flooring aesthetics you desire.

Rubber Facts

Rubber is a natural product that is derived from the latex of the *Hevea brasiliensis* tree commonly known as the Para rubber tree, making it a sustainable source and environmentally friendly product. During the manufacturing process the rubber is mixed with other natural and synthetic elements. The mix is then put through additional machinery and it is "vulcanized"; a process of heat and pressure that gives it its strength and durability. One of the characteristics of rubber is that it will slowly oxidize and grows denser over time. This is a completely natural phenomenon which we call "maturing". This creates a surface which is easily kept clean and scuff free. However during the early stages of this maturing process (six months to a year) the rubber surface will attract soil more rapidly than it would once it has matured. Therefore, maintenance will be more difficult initially but will improve over time. This is typically the exact opposite of most flooring which is harder to clean as it ages.

As the owner of the flooring, you may chose to follow your own in-house recommendations or implement the use of chemicals and equipment that may not be listed in these guidelines. Should this be the case, it is extremely important that you perform several in-house tests to ensure that the chemicals and procedures will not damage the rubber flooring and are sufficient to maintain and protect the flooring properly.

For more information concerning maintenance guidelines and procedures please contact:

JohnsonDiversey Technical Support: 1 800 558-2332

1. Initial Cleaning

During the installation process every care must be taken to protect the floor from construction dust, dirt, debris and any other damages caused by third party trades. This is not always possible and in some cases the initial cleaning will be more intensive than subsequent cleaning efforts. It is strongly recommended to wait at least 72 hours prior to performing the initial cleaning; this will give the adhesive sufficient time to properly cure and dry.

Optionally, you can apply of a light coat of acrylic emulsion finish for initial protection and to ease the flooring through its natural maturation process.

1.1 Scrubbing

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals.
- Sweep, vacuum and/or dust mop the floor to remove all dirt or grit. Any residual adhesive smudges that may have been overlooked during installation should be removed at this time.

(Note: the removal of any adhesive residue should be performed by the flooring installer while the adhesive is still wet. After the installation, if adhesive residue is still soft or uncured, use warm water (for removing acrylic adhesives) or denatured alcohol (for removing epoxy or polyurethane adhesives). If the adhesive is hard then the complete removal may be difficult or impossible. In which case removal may be attempted by applying denatured alcohol with a rag, let it stand for 5 minutes and then try to remove with a wood or plastic spatula (do not use steel wool or abrasive pads) and wipe dry. Some dullness may remain but with time and regular maintenance the normal luster should gradually return.

- Prepare a solution consisting of either: Taski Profi, JohnsonDiversey J-Shop Low Foaming Degreaser, J-Works Low Foaming Neutral Cleaner 525, or J-Works Low Foaming Heavy Duty Cleaner 555 diluted with warm water according to label recommendations. (The ratio could vary depending on how heavily soiled the floor is.)
- Apply the cleaning solution to the floor with an automatic floor scrubber (disengaged) or with a nylon or rayon mop for smaller areas. For a very soiled floor, it may be necessary to leave the cleaning solution on the floor for 10-15 minutes before starting the scrubbing process. It is important not to let the solution dry. In order to reduce the risk of drying do not clean more than 600 square feet at a time, unless you have sufficient time and equipment to do so.
- Thoroughly scrub floor clean using a blue or green scrubbing pad, or equivalent brush. This can be done with a 175 rpm swing machine or an automatic floor scrubber. DO NOT USE A BLACK OR BROWN PAD. For small areas a deck brush can be used.
- Pick up soiled cleaner solution with wet/dry vacuum, automatic floor scrubber or mop.

- Rinse floor thoroughly with cold water. Remove all excess water with a wet/dry vacuum, automatic floor scrubber or mop and allow it to dry completely.

1.2 Applying a Finish (Optional)

We recommend that finishes are not applied to our Terranova and Bollo Extra products.

If the facility chooses to apply a finish to their flooring, please refer to section 3 of this document for detailed instructions.

2. Regular Maintenance (Facilities choosing not to apply a finish)

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals.
- Facilities who will not be applying a finish can use Revive™ in conjunction with an automatic floor scrubber or 175 rpm swing machine to aid in the removal of scuff marks.
- Sweep, vacuum and/or dust mop the floor daily to remove surface dirt.
- Damp mop or scrub using JohnsonDiversey Revive™ according to label instructions. Use a red pad or equivalent brush for daily maintenance if using an automatic floor scrubber.
- For enhanced gloss or shine, buff floor with soft white pad, Tampico brush or Split-flag soft nylon brush on a 175 rpm buffing machine. A carpet bonnet may be used for very smooth surfaces providing some degree of gloss enhancement.

3. Applying a Floor Finish

Floor finish selection will depend on maintenance and desired gloss/shine level. Consult with a JohnsonDiversey maintenance professional for further information concerning the performance and appearance of each finish. Here are some of your options:

Matte Shine: JohnsonDiversey Carefree Matte™,
 Taski Vision Matte™

Higher Shine: Johnson Diversey Carefree™
 Taski Vision Star™
 Johnson Diversey Vectra™
 Johnson Diversey Showplace™

(Note: If using a matte finish on a dark colored floor you should test it in a small area before applying to entire floor. This will ensure you achieve desired results. Floors will be slippery when wet or contaminated with foreign materials. Promptly clean up spills and foreign materials.)

3.1 Application

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals.
- After your initial cleaning, apply 1 coat of Over & Under Sealer followed by 2 to 3 coats of a recommended JohnsonDiversey floor finish.
- Allow for proper drying time between coats.

3.2 Recoat Procedure (As needed)

- Always post wet floor signs/caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals.
- Sweep and/or dust mop to remove surface dirt.
- Thoroughly scrub floor clean using JohnsonDiversey GP Forward or Taski Profi. (Dilute products according to label directions. Using a green or blue scrubbing pad or equivalent brush on a textured floor (should be done with a 175 rpm swing machine or automatic floor scrubber).
- Pick up soiled solution with wet/dry vacuum or auto-scrubber.
- Rinse floor thoroughly and allow it to dry completely.
- Recoat using two coats of the appropriate JohnsonDiversey Floor Finish.

3.3 Stripping Procedure (As needed)

- Always post wet floor signs/caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals
- Sweep and/or dust mop to remove surface dirt.
- Dilute JohnsonDiversey Linosafe Stripper or Taski LinoStrip Stripper in accordance to label instructions.
- Apply liberally to floor and let soak for 5-7 minutes, keeping uniformly wet.
- Scrub with green or blue pad.

- Pick up soiled cleaner solution with wet/dry vacuum, automatic floor scrubber or mop.
- Rinse floor thoroughly and allow it to dry completely. Repeat process if necessary.
- Apply two (2) coats of the appropriate JohnsonDiversey Professional Floor Finish.

4. Regular Maintenance (Facilities choosing to apply a finish)

The following guidelines are for Mondo floors where a finish has been applied. In these particular cases the following cleaners may be used: *Stride™*, *Revive PlusSCT™* or *GP Forward™*.

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the manufacturers material safety data sheet (MSDS) for proper personal protective equipment before working with chemicals.
- Sweep, vacuum and/or dust mop the floor daily to remove surface dirt.
- Damp mop or use an automatic floor scrubber with the appropriate cleaner according to label instructions. Use red pads for daily maintenance if using a scrubber.
- Buffing may be performed on a smooth rubber floor to increase shine and/or repair scratches.

5. Precautionary Notes

- Mondo recommends waiting at least 72 hours prior to performing the initial cleaning; this will give the adhesive sufficient time to properly cure and dry.
- Always use cleaning products that are of a neutral PH (or between the ranges of 2 and 12).
- If buffing is a part of your maintenance regimen please read the following:
 - Always clean floor prior to buffing it. **NEVER buff a dirty floor.**
 - Turn pad often to prevent build up.
 - Do not buff in one place too long as burn marks may occur.
- **DO NOT use a brown or black scrubbing pad** on Mondo flooring as it will damage the material and void the warranty.
- Never use steel wool or abrasive brushes, acetone, gasoline or turpentine to clean your rubber flooring.

6. Helpful Tips

- The best way to remove gum is to apply ice to the gum and then carefully remove it with a plastic spatula. Any remaining residue can be removed with mineral spirits. Afterwards, manually buff the affected area, with a soft cloth to return some of the luster.
- The use of walk-off mats at entrances and exists of your facility will effectively reduce the amount of maintenance needed (watch out for mats with black rubber backings that may contain black carbon chemicals which can chemically react with rubber and create permanent stains in areas where they lay).
- Floor should be dust mopped daily (1-2 times a day).
- Use an automatic floor scrubber for large areas. The floor should be scrubbed on a regular basis.



- ☒ NO EXCEPTION TAKEN ☐ MAKE CORRECTIONS NOTED
☐ REJECTED ☐ REVISE AND RESUBMIT
☐ SUBMIT SPECIFIED ITEM

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

CITY OF RIVERSIDE
 PARKS & RECREATION & COMMUNITY SERVICE

DATE 3-17-09 BY E. J. [Signature]

MCT

marmoleum® composition tile
 certified sustainable tile

topshield



creating better environments



IN DEMOING SYSTEMS

file

MCT

marmoleum® composition tile

certified sustainable tile



The opportunity to make a difference

The flooring industry is an evolutionary business, not revolutionary. It evolves over time, however, there are occasional historical benchmarks of dramatic shifts in the market. One of those occurred in the 1970's when, for environmental and health reasons, the market rapidly shifted from VAT (Vinyl Asbestos Tile) to VCT (Vinyl Composition Tile). This was driven by the asbestos component in VAT. VCT, which is the cheapest, most expensive floor covering you can purchase, is the base grade commercial resilient flooring used in the industry today. This is driven by first-cost concerns, rather than cost of ownership. It is now time for the market to make a major shift again.

For improved health and cost performance, it is time to move away from a high chemical usage for cleaning and maintenance, Plastized PVC-based product, to the only occupancy ready product with a third party, peer-reviewed publicly disclosed LCA analysis showing an exceptional environmental and performance profile, MCT – Marmoleum Composition Tile.

The Market Signals Align

Plastized PVC, a petroleum based raw material, is rapidly increasing in price. As such, VCT, which utilizes PVC as a raw material, has rapidly increased prices in the market. At the same time, the true environmental and health concerns about Plastized PVC continue to penetrate the market. VCT product price increases have dramatically narrowed the gap between the installed prices of VCT and the installed prices of MCT, making market transformation rapidly achievable.

Forbo will guarantee that MCT will INSTALL for \$2.75-\$3.49 (1" in Canada: \$3.50-\$3.95 ft²), material, adhesive, and labor inclusive (exclusive of subfloor preparation and moisture mitigation).

In addition, MCT offers the following benefits:

- Occupancy Ready finish (Topsfield), meaning the floor does not require any initial coats of finish (visit www.floorcomparison.com)
- 10 times higher indentation resistant, and better stain resistance
- Inherent bacteriostatic efficacy including MRSA and C-difficile
- Natural anti-static properties to repel dust and dirt, making it easy to maintain a clean and healthy environment
- Made from readily renewable raw materials
- Passes CHPS 01350 and other stringent IAQ standards



1970s: VAT



1980s: VCT



2008 and beyond: MCT

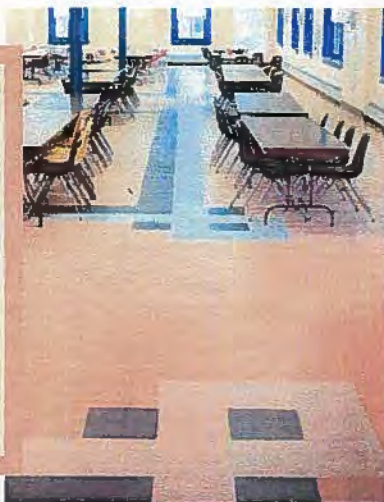
The Marmoleum Story

Made from natural raw materials, including linseed oil, pine rosin, and wood flour, Marmoleum is biodegradable and environmentally friendly. The natural properties of Marmoleum cause it to strengthen over its life. When properly maintained, Marmoleum will retain its attractive appearance for decades.

In addition, Marmoleum helps create a healthier indoor environment. Naturally occurring anti-microbial properties inhibit the growth of many micro-organisms, including allergen producing dust mites and the MRSA strains of bacteria. Marmoleum also has natural anti-static properties to repel dust and dirt, making it easier to maintain a clean and hygienic environment.

Marmoleum's water-based Topsfield finish eliminates the need for initial maintenance and chemicals, while providing lower cleaning costs and a better long-term appearance retention.

From the indoor environment to the natural environment, Marmoleum helps create better environments.



Nicole Dixon Photography



Beth Singer Photography

MCT

marmoleum® composition tile



MCT

marmoleum® composition tile
certified sustainable tile



10 reasons

to choose Marmoleum Composition Tile (MCT) over Vinyl Composition Tile (VCT)

1. Better balance between initial cost, ongoing costs, and performance:
Guaranteed installed pricing \$2.75 - \$3.45 for MCT.
2. MCT requires no initial maintenance, whereas VCT does require initial maintenance (the true hidden cost).
• MCT features an excellent cost of ownership as compared to VCT: www.floorcostcomparison.com.
• MCT requires no costly stripping and recoating over its life.
3. MCT is anti-static so dust and dirt do not stick like they do to VCT.
4. MCT combats MRSA and other strains of bacteria.
5. MCT has double the System Service Life of VCT (as demonstrated in a recent System Service Life study).
6. MCT has a look that lasts. MCT's seams won't shrink open over time like VCT's.
7. MCT has 10 times the indentation resistance of VCT.
8. MCT is quieter under foot than VCT.
9. MCT is more repairable than VCT (including scratches, gouges, and burns).
10. MCT is certified to the Triple Bottom Line.
• Sustainable Platinum Certified under the SMART Sustainable Product Standard
• meets the California CHPS 01350 for IEQ
• manufactured in an ISO 9001 and 14001 certified facility
• publicly available, independently done, third party peer reviewed Life Cycle Assessment (a downloadable version of this report can be found on: www.leidermaninc.com/ssp/publications/kallinoleum.pdf)
• no chlorine gas release during fire
• local installer training and schools
• IEQ compliant adhesives
• financially beneficial to LEED® projects (for updated information on LEED® compliance, please visit www.forbflooringna.com)
• the most LCA based certifications of any resilient flooring product
• 66% bio-based content



The standard for sustainable building

Forbo Flooring Systems was awarded the Sustainable Materials Rating Technology® (SMART®) Sustainable Materials Certification as a building product for Marmoleum and Bulletin Board Products. The SMART® Consensus Sustainable Product Standards (CSPS) were developed by The Institute for Market Transformation to Sustainability (IMTS) to evaluate the environmental performance of a building product over its life. CSPS is important in combating today's climate of greenwashing, as it is an independently done, peer reviewed, consensus based standard that allows for transparent communication.

Forbo's Marmoleum and Bulletin Board products achieved credit towards Sustainable Platinum level certification in the following categories: Safe for Public Health & Environment, Renewable Energy and Energy Efficiency, Biobased or Recycled Materials, Innovation in Manufacturing, Facility or Company Based Manufacturing, and Remediation, Sustainable Reuse or End of Life Management.



Marmoleum® Composition Tile (MCT) Technical Specifications

1. PRODUCT NAME / MANUFACTURER

1.1. Product: Marmoleum® Composition Tile (MCT) Linoleum Resilient Floor Covering

1.2. Manufacturer:
Forbo Flooring, Inc.
Humboldt Industrial Park
Hazleton, PA 18202
Phone: (800) 842-7839
(570) 459-0771
Fax: (570) 450-0258
www.forboflooringna.com

1.3. Product Description:
Construction: MCT is a homogeneous floor covering made of primarily natural materials consisting of linseed oil, wood flour, rosin binders, dry pigments mixed and calendared onto a polyester backing to ensure optimum dimensional stability. Topshield™ finish: This innovative, water-based finish is the biggest breakthrough in linoleum in many years. Topshield™ considerably reduces the need for cleaning and maintenance, ensuring lower costs and a better appearance.

Physical Characteristics: (dimensions are approximate)

Size:13" x 13" approx. (33 cm x 33 cm)
Gauge:0.080" (2.0 mm)
Backing:Polyester
Packaging:45 tiles (53.82 sq. ft.) 1.3" x 13" tiles, 2.0 mm

2. PRODUCT PERFORMANCE AND TECHNICAL DATA

Reference Specification:
ASTM F2195 Standard Specification for Linoleum Tile Flooring MCT meets or exceeds all technical requirements as set forth in this reference specification

- 2.1 Slip Resistance:
MCT meets or exceeds A.D.A. recommendations of .6 for flat surfaces when tested in accordance with ASTM D 2047.
- 2.2 Castor Resistance:
EN 425: Suitable for office chairs with castors.
- 2.3 Impact Sound Reduction:
6db when tested in accordance with ISO 20717-2
Contact Forbo Technical Services for additional information.
- 2.4 Resistance to Bacteria:
MCT provides a self-sanitizing quality in the form of a bactericidal effect. Tests indicate that Marmoleum® Composition Tile has a sterile zone around the material, inhibiting contaminants such as staphylococcus aureus.
- 2.5 Fire Testing:
ASTM E 662/NFPA 258 (Smoke Density) 450 or less
ASTM E 648/NFPA 253 (Critical Radiant Flux) Class 1
CAN/ULC - S 102.2 - MBB Flame Spread Rating and Smoke
- 2.6 Cigarette Resistance:
MCT resists cigarette burns. Burning cigarettes will leave only a brown mark, which can be rubbed out using steel wool or a scouring pad.
- 2.7 Chemical Resistance: (Exposure time 1 hour)

• Diluted Acids - Sulfuric, Nitric, Hydrochloric, Acetic, Lactic, CitricNo Effect
• Sodium HydroxideSoftening
• AmmoniaPass Softening
• Soda Solution, Soap Solution (Slightly Alkaline)No Effect
• Gasoline, White Spirit, Paraffin, Benzene, Toluene, Methyl Alcohol, Methyl Ethyl Ketone, Ethyl Acetate, Ether, AcetonePass Softening
• Mineral Oil, Vegetable Oil, Animal FatNo Effect
• Blood, Urine, ExcrementNo Effect
• LipstickNo Effect
• Formaldehyde, Hydrogen Peroxide 3%No Effect
• Hot Chili Paste, Shoe Polish, IodineStaining
• BetadineStaining
• Silver NitrateStaining/Pass Softening
• BitumenNo Effect
• Methylene BlueStaining
• Salt WaterNo Effect
- 2.8 Sustainable Platinum Certified to the Market Transformation to Sustainability (MTS) SMART Sustainable Product Standard

Tested in accordance with ASTM F 925: Standard Test Method for Resistance to Chemicals of Resilient Flooring
** MCT is NOT resistant to prolonged exposure to high alkali.



How do we measure up? MCT vs VCT

the "measuring stick"	MCT	VCT
ingredients	MCT is made from natural ingredients including linseed oil, wood flour, rosins, mixed and calendared onto a polyester backing for dimensional stability. MCT is environmentally friendly.	VCT is composed of binder, fillers and pigments. The vinyl content can be as low as 13% to 16% of the total weight. (The lower the vinyl the more maintenance required / fillers absorb stains.)
indentation resistance	MCT achieves a static load limit of 1500 psi. The performance of MCT is enhanced by time, as exposure to air serves to harden and increase its durability and indentation resistance.	VCT has a maximum static load limit of 75 psi. VCT is more likely to show permanent indentation.
heat welding	MCT is heat weldable for water proof, hygienic seams, or for an added design option.	VCT has NO option for heat welding. (Tiles shrink, as it outgasses leaving gaps that harbor dirt & bacteria.)
anti-static properties	MCT, due to its natural ingredients has anti-static properties to repel dust and dirt, making it easy to maintain a clean and healthy environment.	VCT is NOT anti-static.
bio-based	MCT is 66% bio-based.	VCT is 0% bio-based.
maintenance	MCT can be maintained by dry or wet maintenance systems. The dry system is easy to use and can save up to 60% in floor care costs when compared to wet maintenance systems.	VCT requires higher maintenance costs. Initial maintenance requires stripping and 5 coats of wax. Regular maintenance requires continual stripping and recoating.
hygienic properties	MCT is the ideal flooring for people with respiratory disorders. Its natural, inherent properties actually halt the breeding of many micro-organisms.	VCT does NOT have antimicrobial properties.
subfloor preparation	<p>It is the consensus of all resilient flooring manufacturers that a subfloor must have the proper conditions to receive resilient flooring. The subfloor must be smooth, rigid, flat, level, permanently dry, clean and free of all foreign material such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, bond breakers, asphalt and old adhesive residue. As a guideline ASTM F710 is referred to.</p>	
	MCT has the ability to conform to subfloor movement without cracking or breaking.	Because of the construction of VCT, foreign materials trapped between the flooring material and the subfloor may cause cracking through the surface of the product. This cracking or breaking can also hold true if movement in the subfloor occurs.

Cost of Ownership Comparison: MCT vs VCT

	quality VCT	MCT
Material Cost Premium Per Square Foot	\$0	\$0.45
Labor Premium Per Square Foot (Average Installation Rate/Day)	\$0	\$0.15
Installed Premium Per Square Foot	\$0	\$0.60
Annual Maintenance Savings Per Square Foot	\$0	\$0.90
Pay Back Period Savings		6-9 months
Estimated 10 Year Savings Per Square Foot	\$0	\$14.50

VCT



MCT





FSC®
Forbo Flooring Systems uses FSC®-certified paper and cardboard
and soy-based ink in the printing of its catalogs and corporate
materials. Additional copies of this brochure, and other Forbo
literature, can be downloaded from www.forboflooringNA.com

creating better environments



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03.industryNOW

Healthy High Performance Cleaning Procedures

Healthy High Performance Cleaning takes traditional cleaning beyond appearances with procedures designed to make your building the safest, healthiest and cleanest it has ever been. The first step is understanding that cleaning plays a huge role in the health and safety of a building's occupants. Cleaning also directly affects the asset value of a building. The next step is putting what you know into practice and understanding what makes the difference.

DUST MOPPING AND VACUUMING

Traditional dusting and dust mopping techniques frequently move dust and other contaminants from one area to another, such as from a bookshelf to the floor. It is important to recognize that moving the dust from one place to another wastes labor and reduces efficiencies. Dusting and dust mopping activities that do not capture soils completely stir them into the air where people can then be exposed to the particles.

Dust (micro-fiber cloth)

1. Gather equipment.
2. Wear personal protective equipment per label directions.
3. Be sure to use appropriately sized attachments if using a vacuum.
4. Dust from top to bottom.
5. Be thorough and get hard to reach areas.
6. Never move personal items.

DUST MOPPING AND VACUUMING

HHPC Requirements

1. A micro-fiber flat mop is preferred over a dry or chemically treated cotton mop.
2. If using a micro-fiber mop, choose the widest mop possible taking into consideration the area, obstructions, unevenness of the floor, etc.
3. If using a vacuum, be sure to use a wide area hard floor attachment to maximize soil removal and to minimize labor.

Dust Mopping (mop or vacuum)

1. Assemble equipment and supplies.
2. Put on appropriate personal protective equipment, as stated on the product label and MSDS.
3. Using a putty knife, carefully remove any gum or other debris stuck to the floor.
4. Start from a far corner and work toward the door.
5. When using a micro-fiber flat mop, use a continuous motion, without lifting the mop from the floor.
6. Typically begin next to the wall. When turning, pivot so that the leading edge remains the same. Overlap the previously mopped path by 2 to 4 inches to ensure complete coverage.
7. When completely finished, pick up the collected debris using a counter brush and dust pan or vacuum.
8. When the micro-fiber no longer attracts soil, it will need to be laundered. Vacuum bags should be checked periodically and changed out when they become half-full.

ENTRYWAYS

Entryways are the first line of defense in limiting contaminants from entering buildings. Therefore, special effort should be focused in these areas to keep the contaminants out of the building. Proper maintenance of entryway systems can increase the life of the flooring systems (carpet, stone, resilient tile, etc.). From an economic and safety standpoint, a proper entryway maintenance program stops dirt at the door and will reduce floor care labor used to maintain floor finishes and sealers. Appropriate walk-off entry mats reduce liability and costs associated with people slipping and falling as a result of wet, dirty floors particularly during inclement weather or from excessive amounts of dirt and grit build up.

HHPC Requirements (cloth or vacuum)

1. Ensure that interior matting is at least 12 to 15 feet in length; especially during inclement weather.
2. When using ice-melting products it is preferable to use compounds that do not contain sodium chloride.

Healthy High Performance Cleaning Procedures

FLOOR CARE

The procedures for floor care in a Healthy High Performance Cleaning program are similar in most instances to those of a traditional program. Beyond the traditional issues, floor care in a Healthy High Performance Cleaning program addresses the selection of the procedures themselves. The life cycle assessment of the selected finish should factor in the durability and the frequency of stripping and recoating.

In a Healthy High Performance Cleaning program the primary effort should be a pollution prevention strategy, or one that minimizes the need to strip and recoat a floor. Thus, a specific focus should be on preventative measures, such as:

- Keep outside entryways clean to prevent soils from being tracked into the building. This may include sweeping, use of a power sprayer, etc.
- Use matting systems at all entrances to capture soils and moisture from shoes. It is preferable that the mats be large enough for each shoe to hit the mat two times (typically a minimum of 12 to 15 feet).
- Frequent vacuuming of entryway mats and grating systems.
- Frequent dust mopping of resilient tile floors or vacuuming, especially close to entryways and other sources of particulates (i.e. near copier rooms).
- Periodically clean under floor mats to reduce the potential for moisture to lead to bacterial and fungal growth. When floor mats get wet, replace them with clean dry mats.
- An intensive cleaning and frequent cleaning of the entryways to capture soils at the entryway rather than to remove it after it has spread throughout the entire building.

Floor Stripping

HHPC Requirements (floor stripping)

1. Notify occupants beforehand if a strip-out is scheduled.
2. Select environmentally preferable products. Mix and use products according to label directions.
3. Ventilate area and building during and after stripping.
4. Especially when stripping floors, it is preferable to conduct these activities on a weekend or some other extended time period when occupants will not be in the building. This allows maximum time for the building to be ventilated (flushed with fresh air) prior to the return of the occupants.

Floor Stripping Procedures

1. Prep the area by placing wet floor signs, caution tape and other blockades around area to be stripped.
2. Assemble equipment and supplies.
 - Assemble two mop heads and handles. If not color coded, label "Strip Mop" and the other "Rinse Mop."
 - Assemble two mop buckets and wringers. Label one bucket "Strip" and the other "Rinse."
 - Place the appropriate stripping pad on the rotary floor machine. Do Not use a black stripping pad. Fill the strip bucket with lukewarm water. Fill the rinse bucket with clean, cold water.
 - Place all equipment in the area where the work will begin.
3. Remove free standing objects. Vacuum and remove walk-off mats.

HHPC Requirements (floor finish / sealer application)

1. Apply finishes or sealers with a clean rayon mop head.
2. Use clean buckets with clean wheels.
3. Line bucket with fitted trash liner.
4. Use finish or sealer as recommended.
5. Apply even coats.
6. Don't force dry finish with a fan.

Spray Buffing Tips

- Spray buff solution enhances gloss, helps remove black marks and repairs scratches. Be sure to buff with a clean buffing pad.
- Try to spray buff the surface on a regular basis, 1-3 times per week.
- Use restraint when applying solution. One "shot" is usually enough.
- Carry the spray bottle in a convenient place. Holsters or attachments that mount onto your floor buffer are available.
- Take good care of your pads. Check and flip when they get soiled. Wash, rinse and hang to dry at the end of the shift.

Healthy High Performance Cleaning Procedures

HHPC Requirements (for Buffing and Burnishing)

1. Make sure that adequate floor finish exists.
2. Select the appropriate restoration products.
Water-based, low VOC products are preferred.
3. Apply product in a jet spray instead of a wide-angle mist to minimize the amount that becomes airborne and inhaled or over sprayed. Do not over apply.
4. Be sure that the pad matches the rotary scrubbing machine speed and the finish type.

Buffing Procedures

1. Assemble equipment and supplies.
2. Put on appropriate Personal Protective Equipment, as stated on the product label and MSDS.
3. Post wet floor signs or other blockades.
4. Dust mop and damp mop the floor. The use of a micro-fiber flat mop is preferred.
5. Mount a red buffing pad on the rotary floor machine. Be sure to start with a fresh pad.
6. Apply spray buff solution in a jet spray being very careful not to use too much or overspray.
7. If using a 175 RPM machine, make three passes using a swinging motion over the work area, using appropriate pad.
8. If using a 1000 – 1500 RPM machine make a single pass in a straight line over the area.
9. Change pads as necessary.
10. Dust mop the floor after the entire area has been buffed.
11. Clean equipment and return it to its proper place.
12. Remove wet floor signs and/or other blockades.

SPILLS

Action Items:

1. Clean spills while still fresh.
2. Use the proper cleaning solutions and use only what is necessary.
3. Dispose properly.
4. Ensure that occupants know whom to contact in case of spills.

Generally it is preferable to address spills as soon as possible to minimize impact on both health and the environment. Work with building occupants to pick-up spills themselves or to communicate quickly so that cleaning personnel can quickly address the spill.

Customizing Your Floor Care Program

Resilient floor coverings manufactured by Forbo are engineered to provide outstanding value in service, and to look good over many years of use. In order to realize their maximum value over the long term however, they must be properly installed and cared for. In the same way that a car needs gas, oil, and regular servicing to run smoothly, a floor covering needs a regular servicing program to offer the ultimate performance.

When developing a customized floor care program, one issue that should be considered is accommodating people within a building or space that may have special needs. Giving consideration to this issue not only demonstrates a focus on protecting health, it also epitomizes the concept of a Healthy High Performance Cleaning Program. This includes the need to identify the most vulnerable population and the method for designing programs to create the healthiest environment.

The cleaning and maintenance guidelines that follow are intended to serve only as a general guide and were developed with a focus on striking a balance between appearance and cost. The frequency and specific type of procedures required will vary depending on the application, type and volume of traffic, equipment and personnel resources available, and the desired appearance of the floor.

Forbo Flooring has received cooperation from JohnsonDiversey to identify floor care products known to perform well with our floor coverings. Contact Forbo Flooring and/or JohnsonDiversey for assistance in developing a customized Healthy High Performance Cleaning Program that will optimize efficiency and create the healthiest environment for your facility. **If you prefer to use another manufacturer's floor care products, be sure to use a corresponding cross-referenced product.**

This manual provides easy-to-read floor care guidelines that cover most applications of Forbo products. If you need additional information, or have questions regarding a specific procedure, the following toll-free numbers have been established for your convenience.

JohnsonDiversey
1-800-558-2332

Forbo Flooring Technical Services
1-800-842-7839

Thank you for choosing Forbo Flooring for your floor covering needs.

Forbo Flooring does not warrant or guarantee the performance of other manufacturers' products mentioned in this document. For specific information regarding Forbo's limited five year product warranty, please refer to the specifications published by Forbo or contact Forbo Flooring for a copy of the warranty.

Forbo Flooring
Humboldt Industrial Park
P.O. Box 667
Hazleton, PA 18201
phone: 1-800-842-7839
fax: 570-450-0258
email: info@fl-NA.com
website: www.forboflooringNA.com

General Floor Care Guidelines

SAFETY FIRST

Wet floors may be slippery. Exercise caution when conducting wet cleaning procedures, especially in healthcare applications where protective footwear is worn. Always use proper signage and prohibit traffic until floors are thoroughly dry.

1. Color Selection

The color of a floor covering can play a significant role in the apparent cleanliness of the floor. Light colors tend to show dark colored soil, and dark colors tend to show light colored soil. Patterned or marbled floor coverings generally have better soil concealing characteristics than plain floorcoverings.

In applications where regular floor care may not be possible, the color and pattern of the floor covering will influence how long the floor will retain an acceptable appearance level between cleaning procedures. In areas where there is a higher risk of staining, a color that will help to mask potential stains should be chosen.

2. Walk off Mats

Because the majority of dirt (as high as 80%) entering any building comes in on people's footwear, it makes sense to incorporate an effective walk off mat system. A good walk off system will not totally prevent soil from entering a building, but it will substantially reduce soiling and make floor care easier.

The walk off system can include specifically designed mat wells, loose laid mats that can be cleaned and changed on a regular schedule, or a combination. A walk off mat should extend far enough from the entrance so that the average person will take 4-10 steps while on the mat. It is also important that the walk off system be maintained correctly in order to ensure that it is fulfilling its function.

3. Petroleum and Anti-Oxidant Staining

Some rubber products, particularly dark colored ones like tires, casters, floor mats, and asphalt sealers that are commonly used in parking lots and walkways, contain chemicals that can permanently stain floor coverings. Although the discoloration is generally less marked with linoleum flooring than with vinyl flooring, precautions should always be taken in areas such as hospitals, supermarkets, or automobile showrooms where potential discoloration is a concern. For example, staining from tires can be prevented in an automobile showroom by placing a small mat under each tire. In hospitals or supermarkets, non-staining wheels should be specified for rolling equipment. All mats or rugs should also be non-staining.

4. Chemical Damage

All floorcovering materials are subject to damage or staining from certain chemicals. For applications where damage or staining may be a concern, a flooring product that offers the best resistance to the specific chemicals involved should be selected. A stain resistant chart for commonly used chemicals is available for all Forbo flooring products.

Chemical spills should always be cleaned as soon as possible in order to prevent or minimize damage to the floor covering. The application of a floor sealer and floor finish may be helpful in preventing permanent stains if the finish is removed before the stain has penetrated to the flooring material. The floor finish can then be replaced with additional coats of finish.

5. Spills

Spot clean spills as soon as possible. If necessary, rinse the area with clean cool water and allow the floor to dry thoroughly before permitting traffic. In addition to the possibility of damage or staining of the floor covering when spills occur, safety is also a concern. Make sure all floor care personnel are aware of the potential liability associated with spills, as well as the need for immediate attention.

6. Heel Marks

Black heel marks can be removed from linoleum using a fine nylon pad moistened with the selected polish. On vinyl flooring materials, use a clean white cloth with mineral spirits. Rinse thoroughly with a clean cloth and water. Allow to dry.

7. Cigarette Burns and Gum

A cigarette stubbed out on a linoleum floor only chars the surface, rather than melting it, and the resulting mark can normally be removed by using fine steel wool. After cleaning, an application of floor finish will protect the repaired spot. On a vinyl floor covering, however, the heat of the cigarette will often melt the material and may leave a permanent mark on the floor. Gum can be removed with a smooth putty knife and mineral spirits.

General Floor Care Guidelines

8. Physical Damage

All resilient floor covering materials are susceptible to certain types of physical damage. Stationary objects such as furniture should have adequate floor protectors. If the pressure exerted by an object on the floor covering exceeds the floor covering's rated capacity, permanent indentations may occur.

Care must be taken when moving furniture or other heavy objects. Do not slide heavy objects across the floor. When moving heavy objects, protecting the floor covering with thin sheets of masonite or plywood may be required. Failure to use adequate precautions may result in scratches, cuts, or other severe damage to the floorcovering.

Rolling equipment should have broad, flat wheels with rounded edges and without ridges. Wheel locks should be disengaged prior to moving equipment.

9. Disinfectants, Sanitizers, Sterilants

Quaternary ammonium compounds are commonly used in hospital disinfection programs. Generally, when mixed and used properly, they will have little or no effect on the physical properties of most floorcoverings. Phenolic disinfectants are very caustic and may damage floorcoverings or other surfaces that they come into contact with. Potential damage includes discoloration or damage of the flooring surface, and leaving a slippery residue that may cause a hazardous condition. Where protective footwear is used, the chance of slipping is increased. Forbo's warranty does not cover damage caused by phenolic disinfectants.

If phenolic disinfectants are used, the floorcovering should be thoroughly rinsed with clean water after each application. After rinsing, the floor should be wet vacuumed. Following this recommendation will reduce the risk of slipperiness and damage to the floorcovering.

10. Proper Use of Floor Care Chemicals

The improper use of high pH cleaners and strippers may damage resilient flooring products. Frequent treatment or inadequate rinsing may cause cracking, shrinking, and/or discoloration. Linoleum flooring should **NEVER** be cleaned or stripped with high pH chemicals because permanent damage may occur.

Abrasive powders or cleansers should not be used on Forbo floorcoverings

11. Floor Care Equipment

Keep all equipment clean and in good repair. Wash and rinse mops, pads, applicators, and brushes after each use. Use a dedicated mop for each procedure, i.e. one only used for cleaning, one only used for rinsing, and another only used for finish application.

12. Cleaning Machine Pads

The Color Codes indicating grades of pads will vary depending on the manufacturer, and also according to the type of machine that is used, i.e. standard, high speed or ultra high speed.

For example:	3M	Johnson/Diversey
Fine grade, for dry burnishing non-buffable polishes	White	Mint
For medium grade, spray cleaning	Red	Mint
For heavy duty cleaning	Blue	Purple
Course grade, for stripping	Blue	Purple
High speed burnishing	Check With Product Manufacturer	

NOTE: The use of a black stripping pad is not recommended with Forbo floor coverings. Misuse can cause damage to the flooring material. A black stripping pad can be used on an existing non-cushioned floor covering to remove the finish for application of another resilient floor covering.

Floor Care Instructions for Forbo Sheet & Tile Linoleum with Topshield

MARMOLEUM®, MARMOLEUM® decibel, ARTOLEUM® & Walton

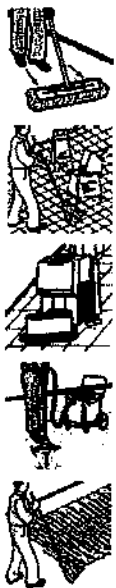
topshield

Linoleum is made from natural raw materials consisting of linseed oil, cork, wood flour, rosin binders, dry pigments, mixed and calendered onto a natural jute backing. It is produced in sheet goods 79 inches (2 meters) in width. Forbo also produces linoleum tiles of various sizes that are manufactured with a polyester backing for dimensional stability.

Forbo Marmoleum, Marmoleum decibel, Artoleum, and Walton linoleum flooring features Topshield finish. Topshield is an innovative new factory finish that eliminates the need for initial finish application and reduces the use of chemicals, while enabling lower cleaning costs and better long term appearance retention than any other resilient flooring. Topshield consists of a strong, durable primer and top layer that provides a highly effective shield against soiling. The cross-linked primer ensures smoothness and durability.

Forbo Marmoleum, Marmoleum decibel, Artoleum, and Walton with Topshield is **OCCUPANCY READY** following installation. **When cleaning these products, do not strip the existing Topshield finish.** If desired at a later time, the top layer can be cost-effectively renovated to renew the visual appearance of the product.

NOTE: WAIT AT LEAST 5 DAYS AFTER INSTALLATION BEFORE CONDUCTING WET CLEANING PROCEDURES.



INITIAL CLEANING

For new installations exposed to normal construction soil and traffic.

1. Remove all surface soil, debris, sand and grit by sweeping, vacuuming or dust mopping.
2. Scrub the floor with a neutral pH detergent/cleaner, such as Johnson Wax Professional Stride, mixed according to label directions. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive red scrubbing pad.
3. Do NOT over-saturate the floor.
4. If not using an autoscrubber, pick up the scrubbing solution with a wet vacuum (preferred) or a mop.
5. Rinse the entire floor surface with clean, cool water and allow the floor to dry thoroughly before allowing traffic.
6. Although no additional finish is required, one to three coats of additional finish may be applied if desired.
7. If desired, spray buff with a spray buff solution, such as Taski Ultra Spray, then dry buff with a white pad followed by dustmopping.

NOTE: Because of the unique Topshield surface, additional floor finish is not necessary. The application of additional finish will however, increase the thickness of the wear surface, which may improve resistance to some stains, as well as provide additional gloss if desired. Consideration for applying additional finish, either alone or in combination with JohnsonDiversey LinoBase Sealer, should be given if: (1) Additional gloss is desired (2) Exposure to unknown chemicals is a concern (3) The floor will be subjected to frequent wet cleaning.



DAILY CLEANING

1-3 times per day, depending on the application, type of traffic, and hours of operation.

1. Clean the entire flooring surface with a treated dust mop, such as JohnsonDiversey Lamello 60 dust mop and Flor-Zip treated wipes.
2. Stains or spills should be wiped or mopped up immediately with a damp mop using a neutral pH detergent, such as Johnson Wax Professional Stride. As necessary, allow the floor to dry thoroughly before allowing traffic.



REGULAR CLEANING

Approximately every 3-7 days, depending on the application, type of traffic, and hours of operation.

1. Use the JohnsonDiversey PACE Cleaning System with microfiber pads (JDI Healthy High Performance Cleaning System).
- or
1. Clean the entire flooring surface with a treated dust mop, such as JohnsonDiversey Lamello 60 dust mop and Flor-Zip treated wipes.
2. Damp-mop the floor with a neutral cleaner, such as Johnson Wax Professional Stride.
3. Rinse-mop the floor with clean, cool water and allow the floor to dry thoroughly before allowing traffic.

Floor Care Instructions for Forbo Sheet & Tile Linoleum with Topshield **MARMOLEUM®, MARMOLEUM® decibel, ARTOLEUM® & Walton**

topshield



PERIODIC CLEANING

As needed, depending on the application, type of traffic, and hours of operation.

1. Clean the entire flooring surface with a treated dust mop, such as JohnsonDiversey Lamello 60 dust mop and Flor-Zip treated wipes.
2. Top scrub the floor with a neutral pH detergent/cleaner, such as Johnson Wax Professional Stride, mixed according to label directions. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive red scrubbing pad.
3. Do NOT over-saturate the floor.
4. If not using an autoscrubber, pick up the scrubbing solution with a wet vacuum (preferred) or a mop.
5. Rinse the entire floor surface with a clean mop using clean, cool water & allow the floor to dry thoroughly.
6. Spray buff with a spray buff solution, such as Taski Ultra Spray, then dry buff with a white pad followed by dustmopping.

NOTE: Weather, traffic, and geographical location may influence the frequency of this procedure. For example, in areas where there are large amounts of snow and chemicals used in the winter months you may need to perform this procedure more frequently. In dry climates, or where there is less dirt traffic, this procedure may be performed less frequently.

RENOVATION

As needed if the flooring has been damaged or when periodic cleaning procedures no longer produce the desired result.

1. Clean the entire flooring surface with a treated dust mop, such as JohnsonDiversey Lamello 60 dust mop and Flor-Zip treated wipes.
2. Heavy Scrub the floor using a stripper solution such as Johnson Wax Professional Lino Safe Stripper or Taski LinoStrip mixed according to label directions. Apply the stripping solution with a mop and bucket and, following label directions, allow the solution to remain on the floor, then scrub with a rotary electric scrubber or automatic scrubber with a green or blue scrubbing pad. The use of brown or black stripping pads is not recommended.
3. Do NOT over-saturate the floor.
4. If not using an autoscrubber, pick up the scrubbing solution with a wet vacuum (preferred) or a mop.
5. Rinse the entire floor surface with a clean mop using clean, cool water & allow the floor to dry thoroughly.
6. Apply 2-3 thin coats of Johnson Wax Professional Carefree Matte finish or, for a higher gloss, Johnson Wax Professional Carefree finish.

CAUTION:

The Topshield factory coating can be damaged by traditional wet stripping methods. If this occurs, the caustic nature of many strippers will cause a color change in linoleum, normally yellowing or browning, particularly on lighter colors. Also, as the stripping solution sits in contact with the linoleum, the linoleum absorbs the stripping solution, causing it to expand and become softer. In this softened state, further damage to linoleum can easily occur with the use of heavy duty stripping pads normally used for traditional wet stripping.

Forbo Marmoleum, Marmoleum decibel, Artoleum, and Walton floors should never be subjected to traditional, aggressive wet stripping. These floors should be cared for by a staff trained to understand the following:

- Forbo Marmoleum, Marmoleum decibel, Artoleum, and Walton, with Topshield, are **OCCUPANCY READY** following installation. Removal of the factory, or "mill", finish recommended by some manufacturers, is **not necessary, or recommended**, for these Forbo flooring products.
- A regular floor care program, as described above, should be followed closely. If there are any questions, Forbo representatives are available to conduct a floor care review prior to the initial cleaning.
- A well-trained staff using an effective program of regular care will virtually eliminate the need for stripping, and is the recommended approach to linoleum care.

For additional information or for your local supplier, call:

Forbo Flooring
1-800-842-7839
www.forboflooringNA.com

Johnson Diversey
1-800-558-2332
www.johnsondiversey.com

EXHIBIT "J"

BUILDING FLOOR PLANS

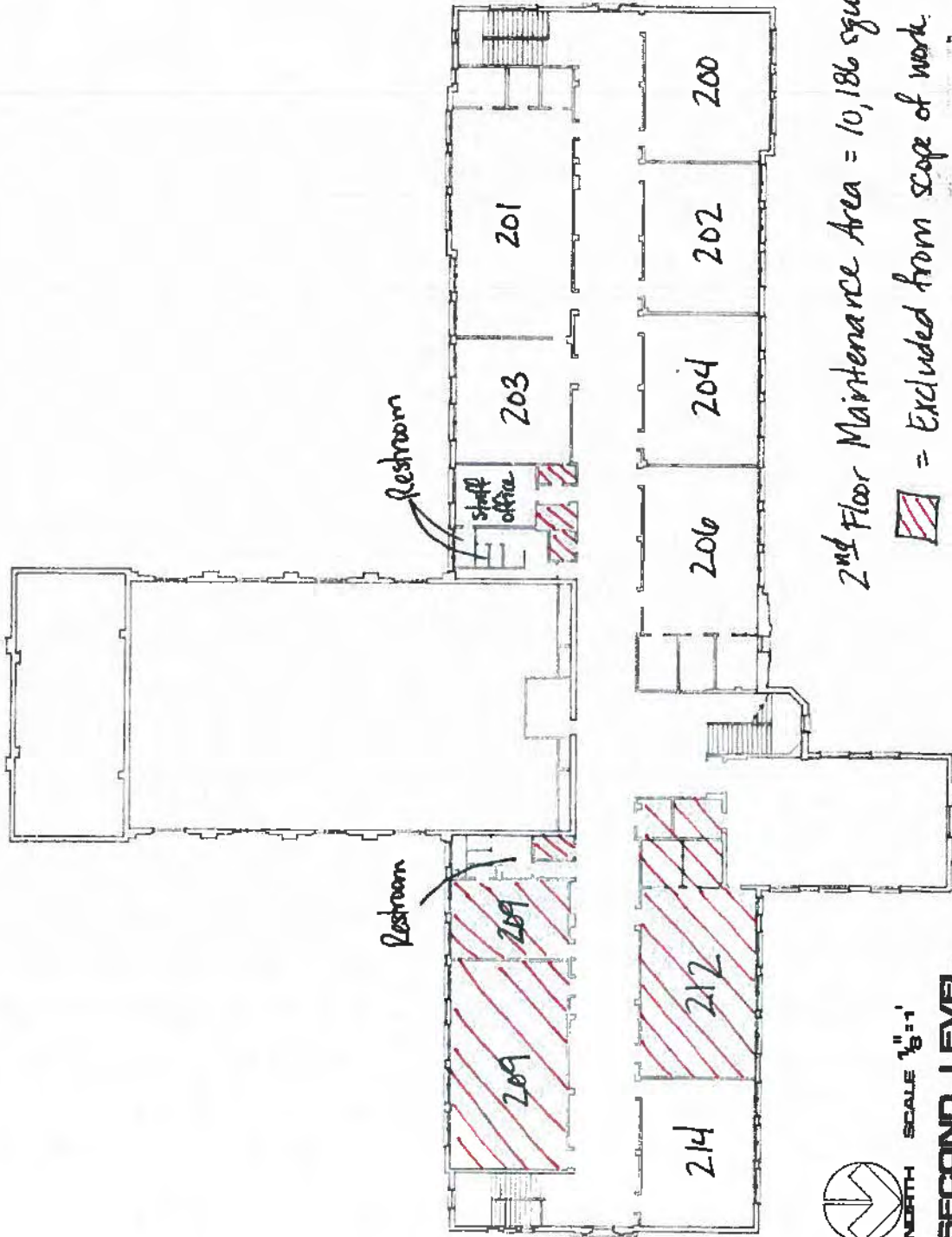


 = Excluded from scope of work


Total Bldg. Maint. Area = 24,031 square feet

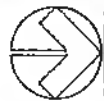
NORTH **SCALE 1/8" = 1'**

FIRST LEVEL FLOOR PLAN



2nd Floor Maintenance Area = 10,186 square feet

 = Excluded from scope of work.



NORTH SCALE 1/8" = 1'

**SECOND LEVEL
FLOOR PLAN**



ARCHITECTURE - INTERIORS - PLANNING
1177 BAY STREET SUITE 200
SAN FRANCISCO, CA 94133
PHONE: (415) 398-7400
FAX: (415) 398-7299
www.gmid.com



PROJECT
YOUTH OPPORTUNITY
CENTER AT
BOBBY BONDS PARK
2000 UNIVERSITY AVENUE
RIVERSIDE, CA 92507

OWNER
CITY OF RIVERSIDE
PARK & RECREATION
DEPARTMENT
3000 CHESTNUT ST.
RIVERSIDE, CA 92504
CONTACT: MICHELE EMERY

REVISIONS		DATE	DESCRIPTION
MARK	DATE	DESCRIPTION	
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BID SET DATE:		DATE	DESCRIPTION
MARK	DATE	DESCRIPTION	
1	01/01/01	AS SHOWN	AS SHOWN
POST BID REVISIONS		DATE	DESCRIPTION
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1	01/01/01	AS SHOWN	AS SHOWN
PROJECT INFO		DATE	DESCRIPTION
PROJECT NO.	DATE	DESCRIPTION	
01/01/01	01/01/01	AS SHOWN	AS SHOWN
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DRAWING SCALE	DATE	DESCRIPTION	
1/8" = 1'-0"	01/01/01	AS SHOWN	AS SHOWN
DATE	01/01/01	AS SHOWN	AS SHOWN

FLOOR
PLAN

KEY NOTES: 1

1. INTERIOR - SEE DETAIL 1-10.
2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF RIVERSIDE SPECIFICATIONS.
3. ALL MATERIALS SHALL BE APPROVED BY THE CITY OF RIVERSIDE.

GENERAL NOTES:

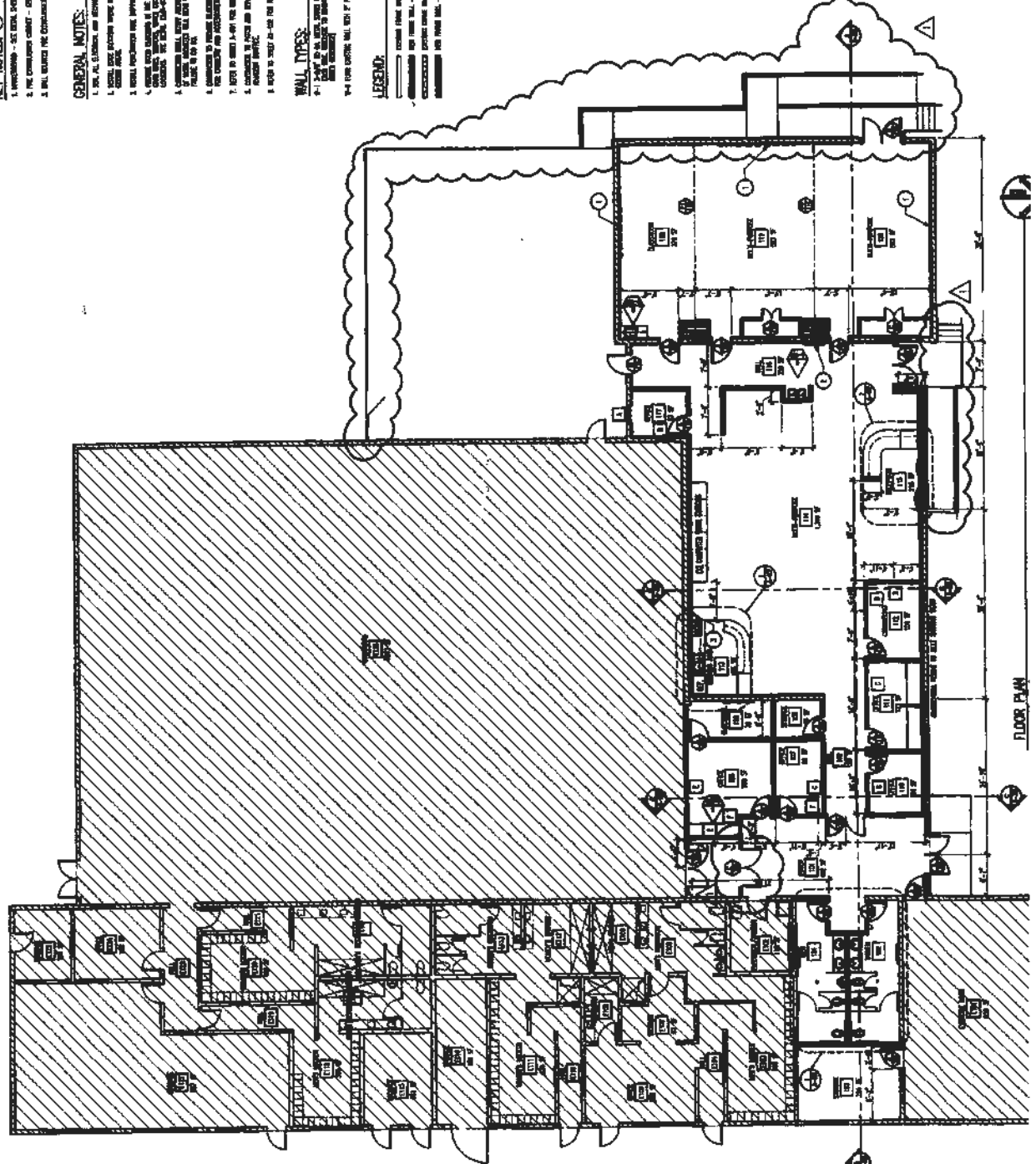
1. ALL MATERIALS AND FINISHES SHALL BE IN ACCORDANCE WITH THE CITY OF RIVERSIDE SPECIFICATIONS.
2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF RIVERSIDE SPECIFICATIONS.
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WALL TYPES:

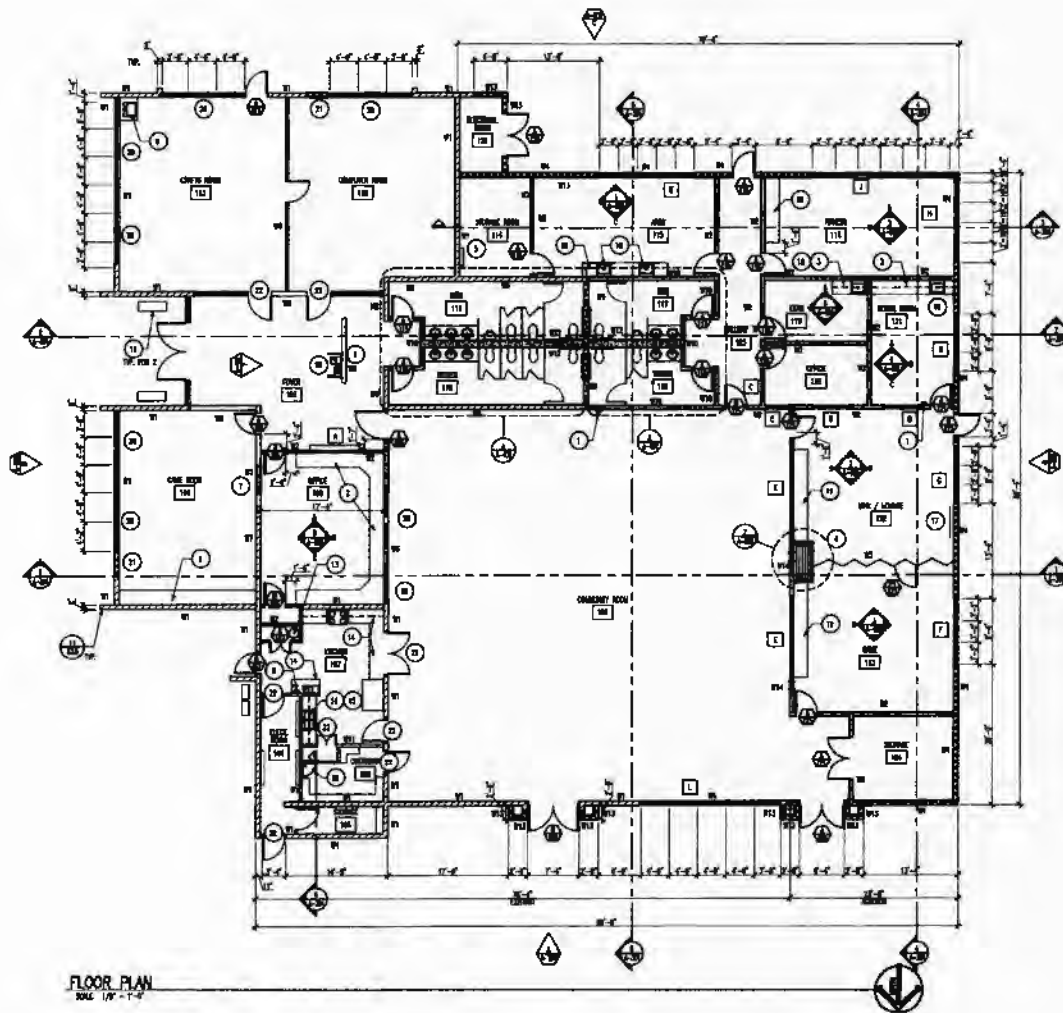
1. 1/2" Gypsum Board on 5" x 5" Stud - See Detail 1-10.
2. 1/2" Gypsum Board on 5" x 5" Stud - See Detail 1-10.
3. 1/2" Gypsum Board on 5" x 5" Stud - See Detail 1-10.
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LEGEND:

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10. 1/2" Gypsum Board on 5" x 5" Stud - See Detail 1-10.



FLOOR PLAN



KEY NOTES:

1. SEE THE OVERLAP AND THE CONCRETE CURB - SEE DETAIL 10A-101.
2. SEE CENTER TOP A WIRE CHAIN.
3. SEE OVER A LIME CHAIN.
4. SEE FLOOR FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
5. SEE FLOOR FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
6. SEE ELECTRICAL PANEL.
7. FLOOR FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
8. SEE WALL FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
9. SEE CHAIR.
10. SEE FLOOR FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
11. SEE DETAIL.
12. SEE DETAIL.
13. SEE DETAIL.
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22. SEE DETAIL.

GENERAL NOTES:

1. SEE ALL DIMENSIONS AND DIMENSIONS FOR WALLS AND WALL FINISH (FLOOR FINISH) (SEE DETAIL 10A-101).
2. SEE DETAIL (FLOOR FINISH) (SEE DETAIL 10A-101).
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WALL LEGEND:

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22. SEE DETAIL (FLOOR FINISH) (SEE DETAIL 10A-101).






1177 CHAND STREET, SUITE 200
RIVERSIDE, CA 92504
PHONE: (951) 535-7400 FAX: (951) 535-7288
www.gmidgroup.com gmid@gmidgroup.com



PROJECT
**BORDWELL PARK
STRATTON
COMMUNITY CENTER
SENIOR ADDITION**
2008 MARTIN LUTHER KING BLVD.
RIVERSIDE, CA 92507

OWNER
**CITY OF RIVERSIDE
PARK & RECREATION
DEPARTMENT**
3600 CHESTNUT ST.
RIVERSIDE, CA 92501
951-828-2527

DATE:		
REVISIONS		
MARK	DATE	DESCRIPTION
	-	FLOOR PLAN CHANGES PER PLAN
	5/24/01	FLOOR PLAN CHANGES PER PLAN
		

BID SET DATE :		
ADDENDUM		
MARK	DATE	DESCRIPTION
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POST BID REVISIONS		
MARK	DATE	DESCRIPTION
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PROJECT NO: 101-101
CITY OF RIVERSIDE
DRAWN BY: JCK
CHECKED BY: JCK
DRAWING NO: 101-101
APPROVED BY: JCK

SHEET TITLE
FLOOR PLAN
A-101

BID NO. 6567



4555 CHURCH DRIVE
RIVERSIDE, CALIFORNIA 92501 (714) 944-4511

BOATHOUSE for FAIRMOUNT PARK
CITY OF RIVERSIDE
PARKS & RECREATION DEPARTMENT

SECOND FLOOR PLAN

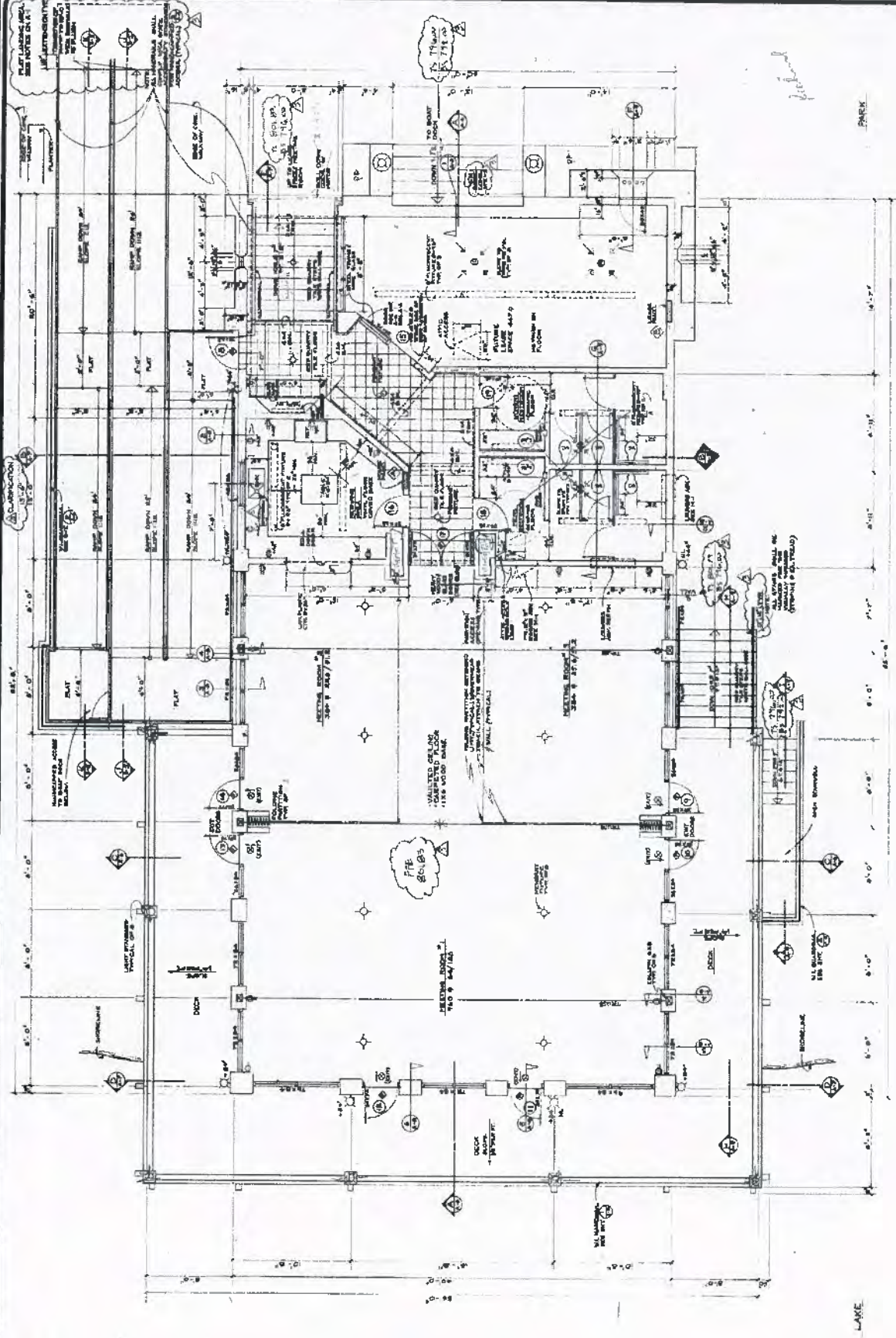
APPROXIMATE
DATE: 11-19-45

DESIGNED BY
J. S. C.

ARCHITECT
J. S. C.
PLAN NO. 10
ON 27

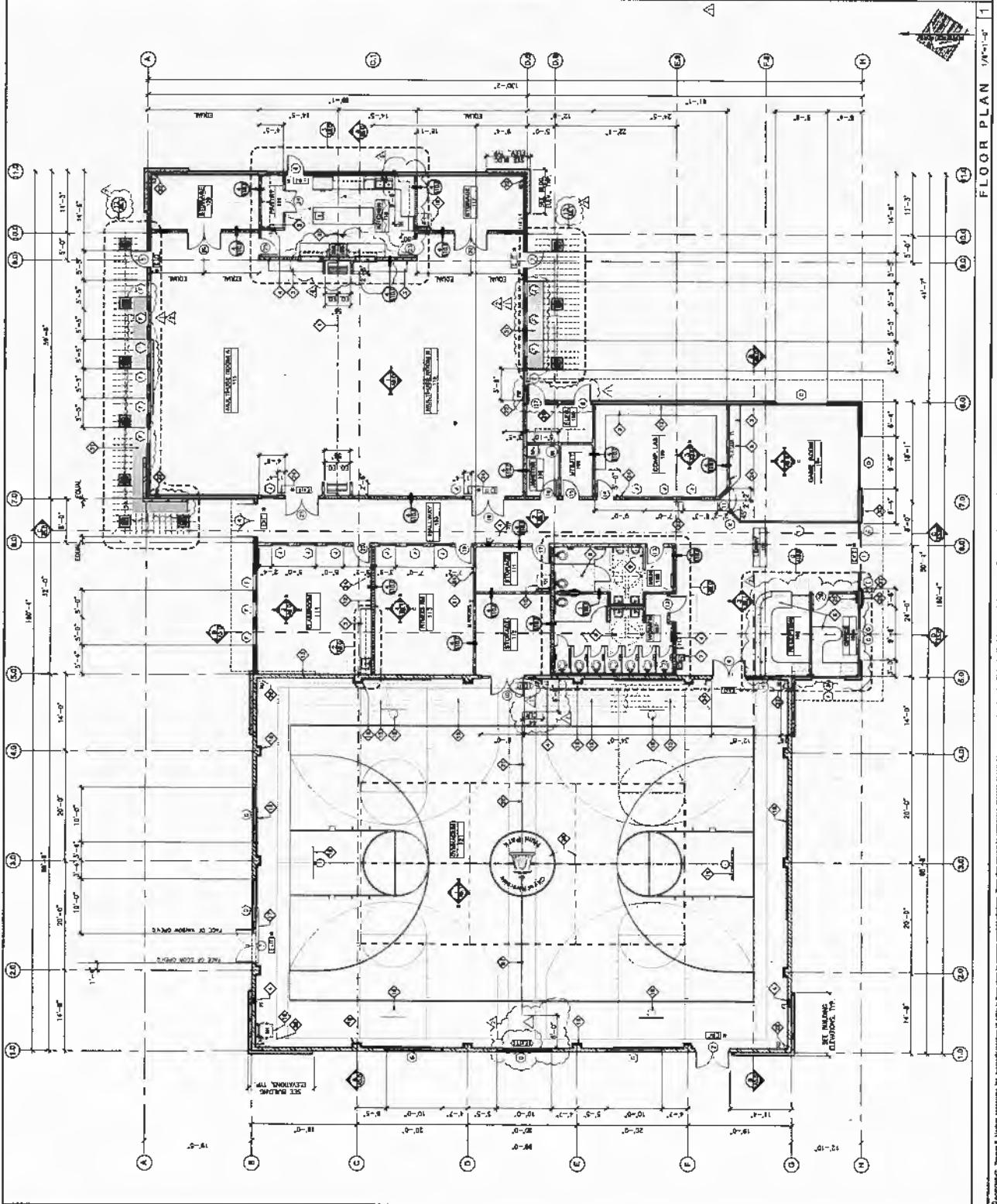
MARCH 1, 1994

PLAN NO. P-0113

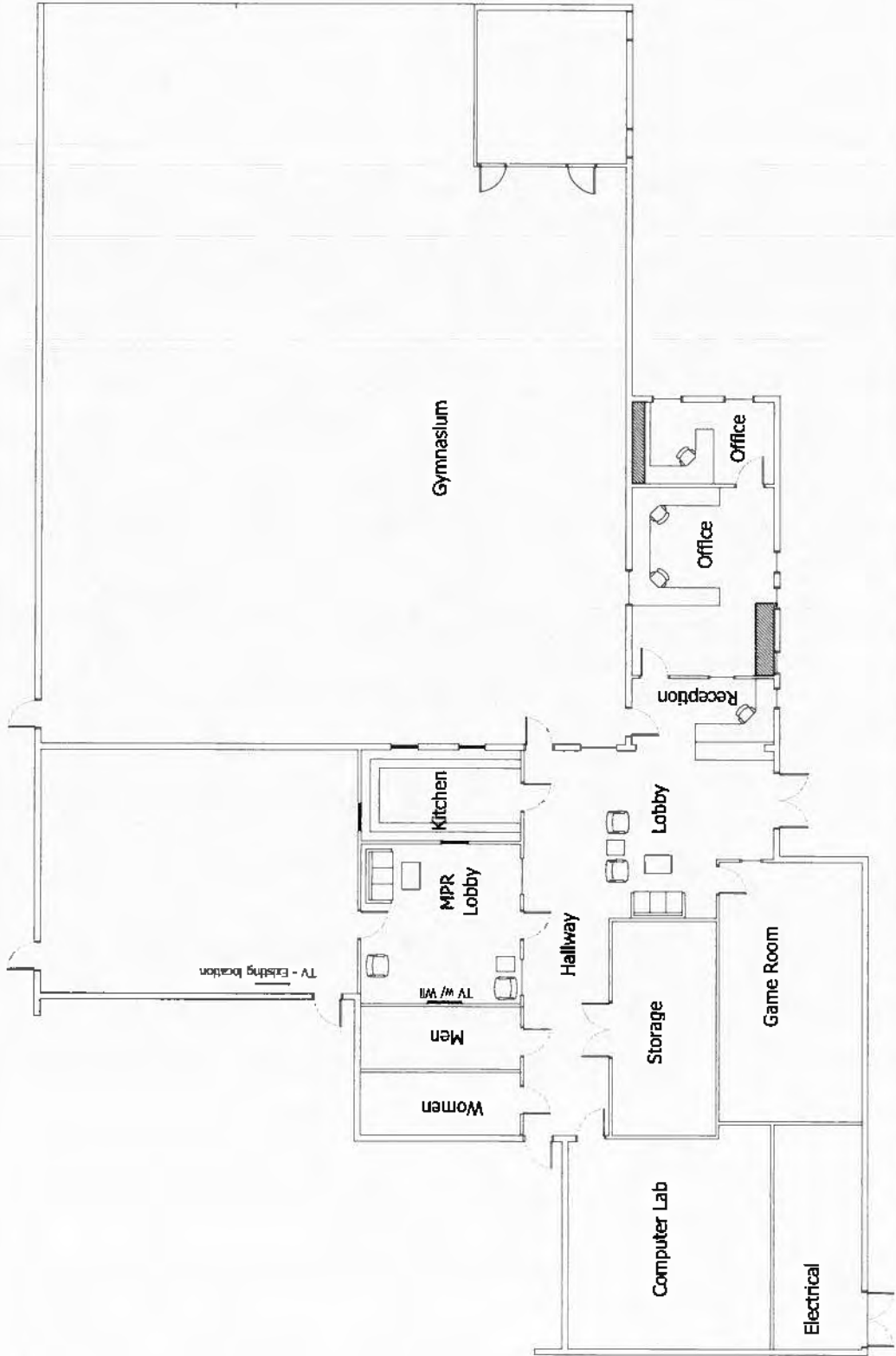


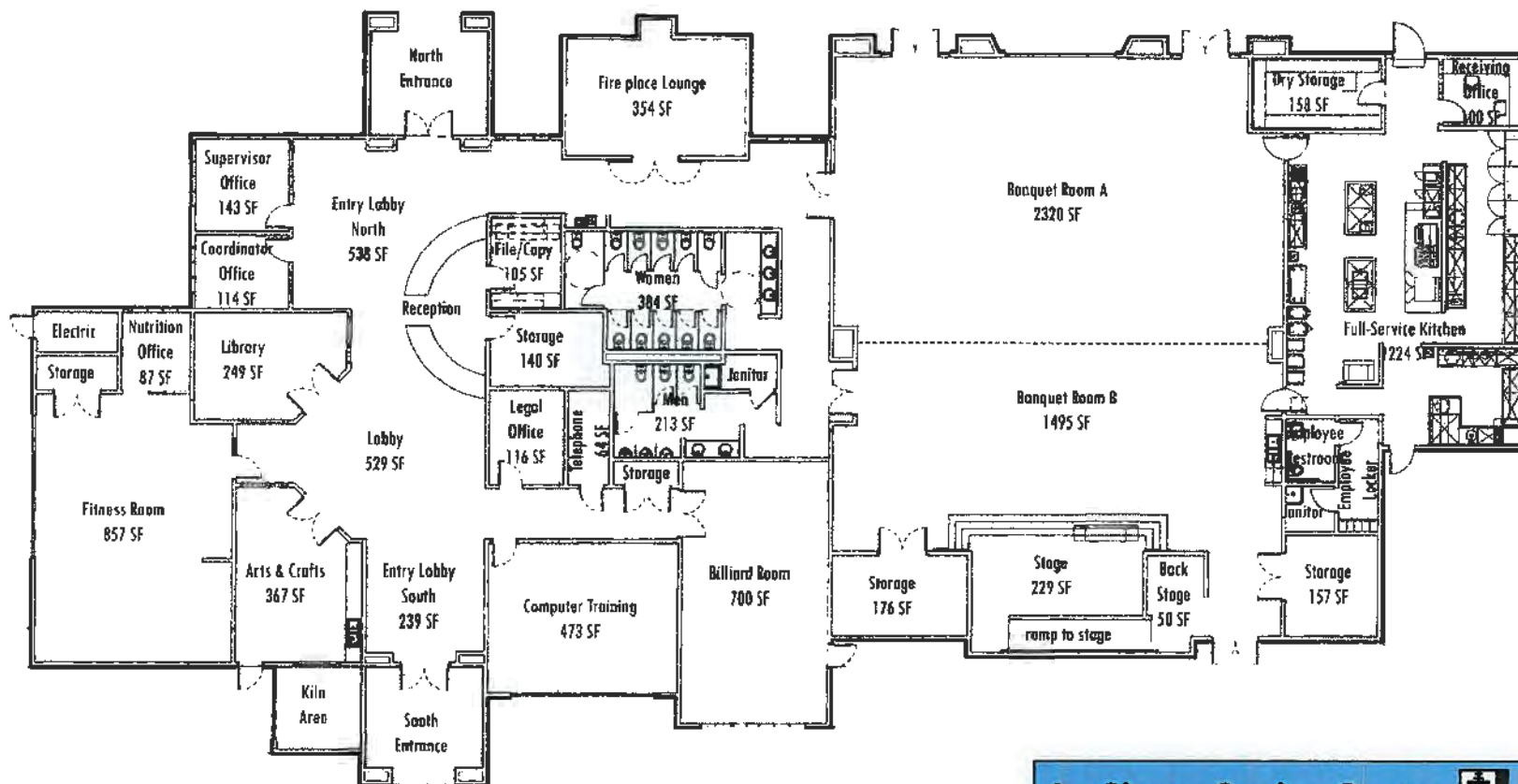
SECOND FLOOR PLAN 1/4" = 1'-0"

DESIGNED BY
J. S. C.
DATE: 11-19-45
PLAN NO. 10
ON 27

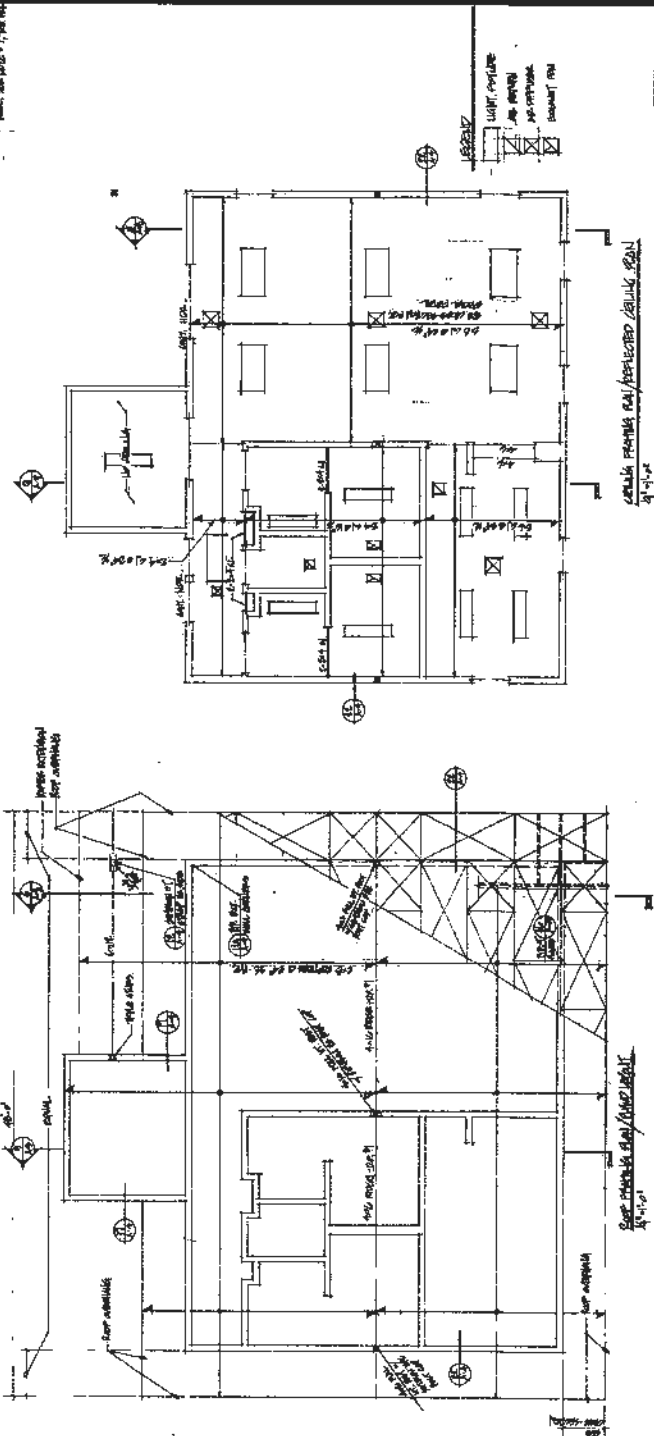
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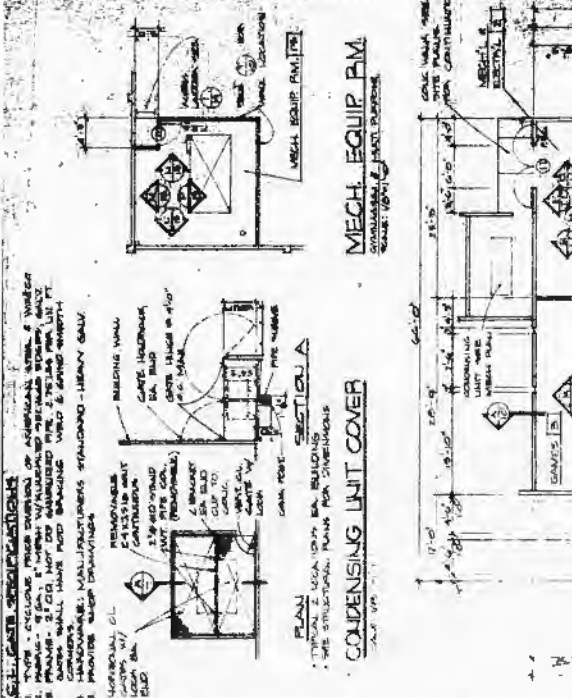
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PROJECT: [Blank]	SCALE: [Blank]
NO. [Blank]	NO. [Blank]





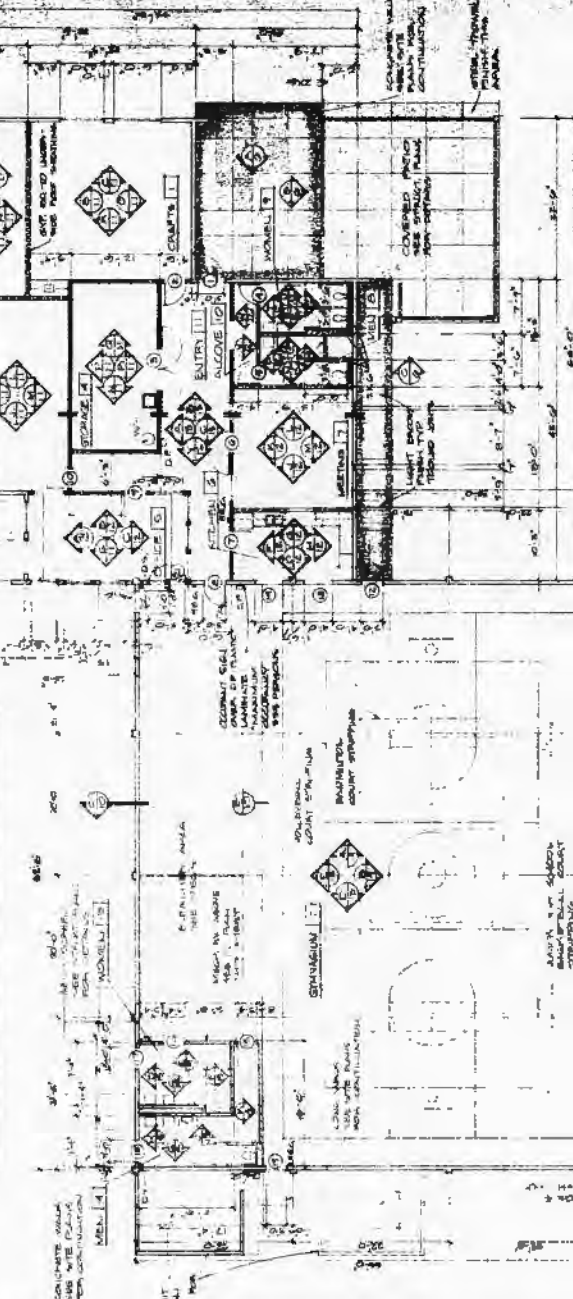
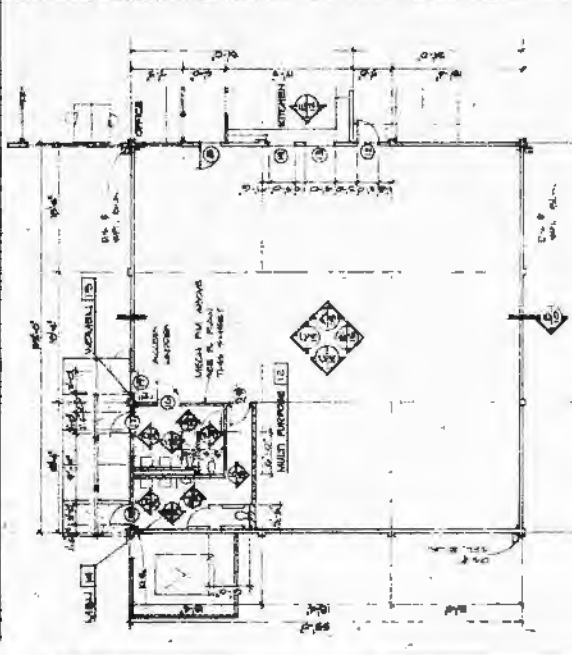
La Sierra Senior Center 
 Parks, Recreation, and Community Services Department

[illegible]



DOOR SCHEDULE

DOOR NO.	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	DOOR WEIGHT	DOOR HEIGHT	DOOR WIDTH	DOOR LOCATION
1	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
2	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
3	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
4	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
5	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
6	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
7	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
8	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
9	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
10	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
11	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
12	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
13	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
14	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
15	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
16	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
17	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
18	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
19	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
20	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
21	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
22	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.
23	1' x 6' 6"	A	1/2" x 1/2" x 1/2"	1100 PLY	6' 6"	1' 0"	MECH. EQUIP. RM.



ROOM FINISH SCHEDULE

ROOM NO.	ROOM TITLE	FINISH CODE	FINISH DESCRIPTION
1	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
2	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
3	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
4	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
5	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
6	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
7	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
8	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
9	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
10	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
11	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
12	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
13	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
14	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
15	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
16	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
17	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
18	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
19	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
20	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
21	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
22	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"
23	MECH. EQUIP. RM.	A	1/2" x 1/2" x 1/2"

LEGEND & ABBREVIATIONS
 1. MECH. EQUIP. RM. 1100 PLY
 2. MECH. EQUIP. RM. 1100 PLY
 3. MECH. EQUIP. RM. 1100 PLY
 4. MECH. EQUIP. RM. 1100 PLY
 5. MECH. EQUIP. RM. 1100 PLY
 6. MECH. EQUIP. RM. 1100 PLY
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 14. MECH. EQUIP. RM. 1100 PLY
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 16. MECH. EQUIP. RM. 1100 PLY
 17. MECH. EQUIP. RM. 1100 PLY
 18. MECH. EQUIP. RM. 1100 PLY
 19. MECH. EQUIP. RM. 1100 PLY
 20. MECH. EQUIP. RM. 1100 PLY
 21. MECH. EQUIP. RM. 1100 PLY
 22. MECH. EQUIP. RM. 1100 PLY
 23. MECH. EQUIP. RM. 1100 PLY



ORANGE TERRACE
LIBRARY /
COMMUNITY CENTER
PLAZA STEPS 40, 07-1307
20010 ORANGE TERRACE PARKWAY
ORANGE, CA 92668

[illegible]

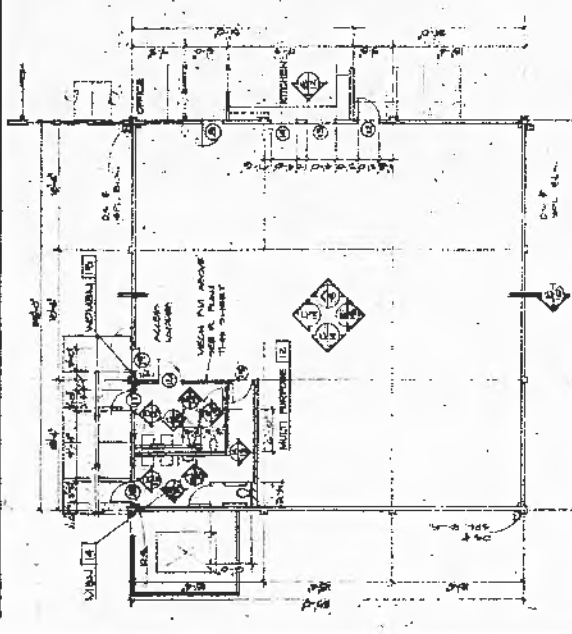
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Broadcast: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Drawing No. <input type="text"/>		AB2.0
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A1

DOOR SCHEDULE

NO.	DOOR	TYPE	FINISH	SWING	REMARKS
1	101	SW	1	R	GLASS
2	102	SW	1	R	GLASS
3	103	SW	1	R	GLASS
4	104	SW	1	R	GLASS
5	105	SW	1	R	GLASS
6	106	SW	1	R	GLASS
7	107	SW	1	R	GLASS
8	108	SW	1	R	GLASS
9	109	SW	1	R	GLASS
10	110	SW	1	R	GLASS
11	111	SW	1	R	GLASS
12	112	SW	1	R	GLASS
13	113	SW	1	R	GLASS
14	114	SW	1	R	GLASS
15	115	SW	1	R	GLASS
16	116	SW	1	R	GLASS
17	117	SW	1	R	GLASS
18	118	SW	1	R	GLASS
19	119	SW	1	R	GLASS
20	120	SW	1	R	GLASS
21	121	SW	1	R	GLASS
22	122	SW	1	R	GLASS
23	123	SW	1	R	GLASS
24	124	SW	1	R	GLASS
25	125	SW	1	R	GLASS
26	126	SW	1	R	GLASS
27	127	SW	1	R	GLASS
28	128	SW	1	R	GLASS
29	129	SW	1	R	GLASS
30	130	SW	1	R	GLASS
31	131	SW	1	R	GLASS
32	132	SW	1	R	GLASS
33	133	SW	1	R	GLASS
34	134	SW	1	R	GLASS
35	135	SW	1	R	GLASS
36	136	SW	1	R	GLASS
37	137	SW	1	R	GLASS
38	138	SW	1	R	GLASS
39	139	SW	1	R	GLASS
40	140	SW	1	R	GLASS
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42	142	SW	1	R	GLASS
43	143	SW	1	R	GLASS
44	144	SW	1	R	GLASS
45	145	SW	1	R	GLASS
46	146	SW	1	R	GLASS
47	147	SW	1	R	GLASS
48	148	SW	1	R	GLASS
49	149	SW	1	R	GLASS
50	150	SW	1	R	GLASS
51	151	SW	1	R	GLASS
52	152	SW	1	R	GLASS
53	153	SW	1	R	GLASS
54	154	SW	1	R	GLASS
55	155	SW	1	R	GLASS
56	156	SW	1	R	GLASS
57	157	SW	1	R	GLASS
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60	160	SW	1	R	GLASS
61	161	SW	1	R	GLASS
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64	164	SW	1	R	GLASS
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71	171	SW	1	R	GLASS
72	172	SW	1	R	GLASS
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84	184	SW	1	R	GLASS
85	185	SW	1	R	GLASS
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89	189	SW	1	R	GLASS
90	190	SW	1	R	GLASS
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93	193	SW	1	R	GLASS
94	194	SW	1	R	GLASS
95	195	SW	1	R	GLASS
96	196	SW	1	R	GLASS
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99	199	SW	1	R	GLASS
100	200	SW	1	R	GLASS



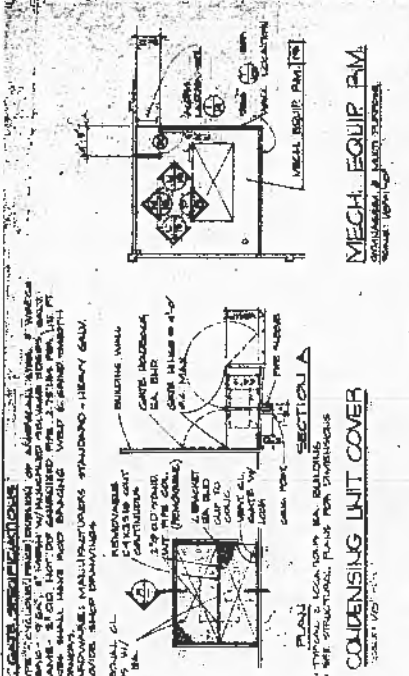
NOT A PART OF CONTRACT
FLOOR PLAN (MULTI PURPOSE ROOM ONLY)
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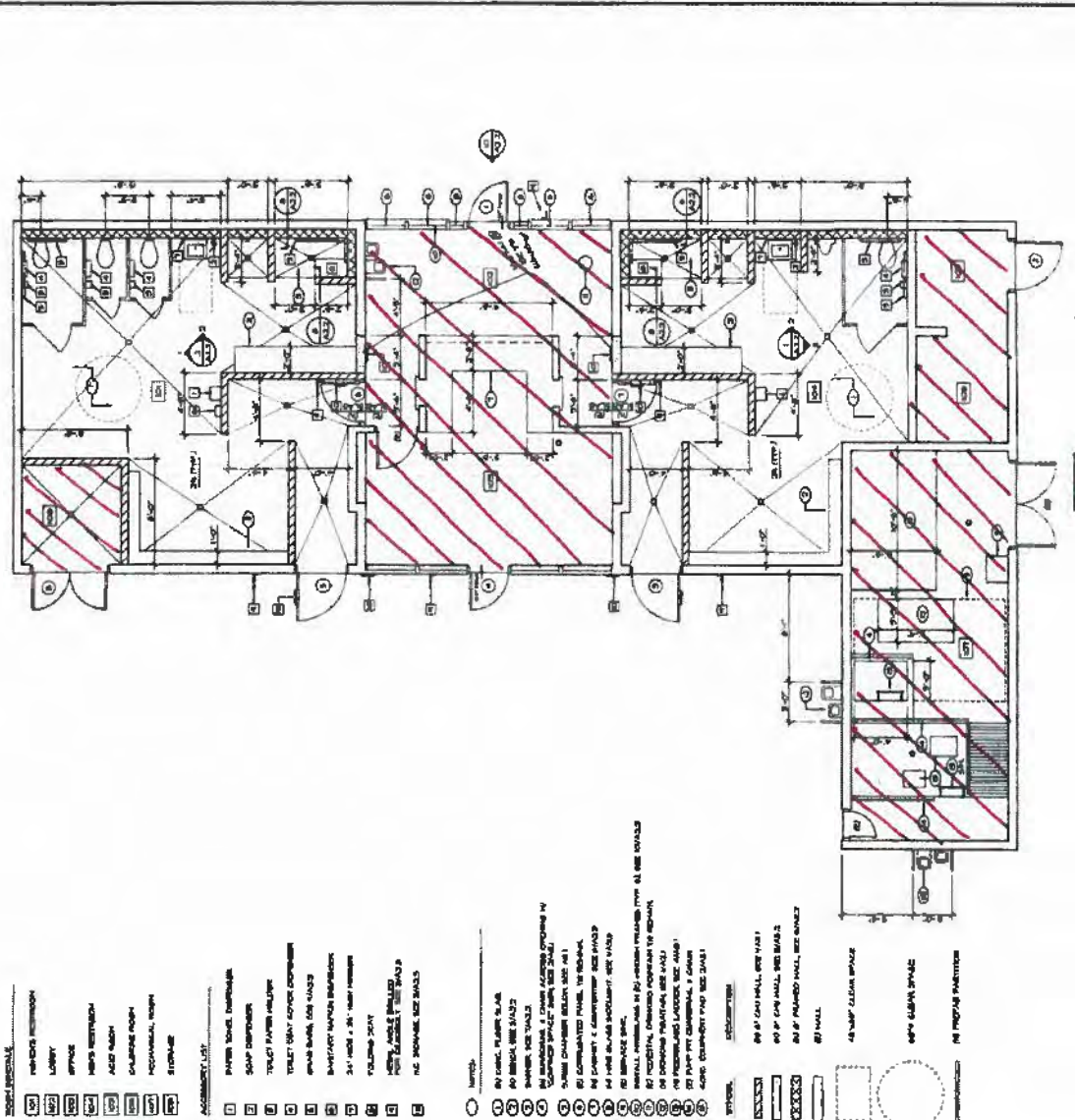
ROOM FINISH SCHEDULE

ROOM TITLE	NO.	FINISH	REMARKS
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196	96	96	GLASS
197	97	97	GLASS
198	98	98	GLASS
199	99	99	GLASS
200	100	100	GLASS

ROOM FINISH CODE

FINISH	NO.	FINISH	REMARKS
1	1	1	GLASS
2	2	2	GLASS
3	3	3	GLASS
4	4	4	GLASS
5	5	5	GLASS
6	6	6	GLASS
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100	100	100	GLASS



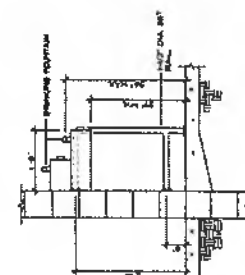
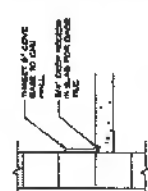


Restrooms = Excluded

Restrooms = Approx. 877 square feet

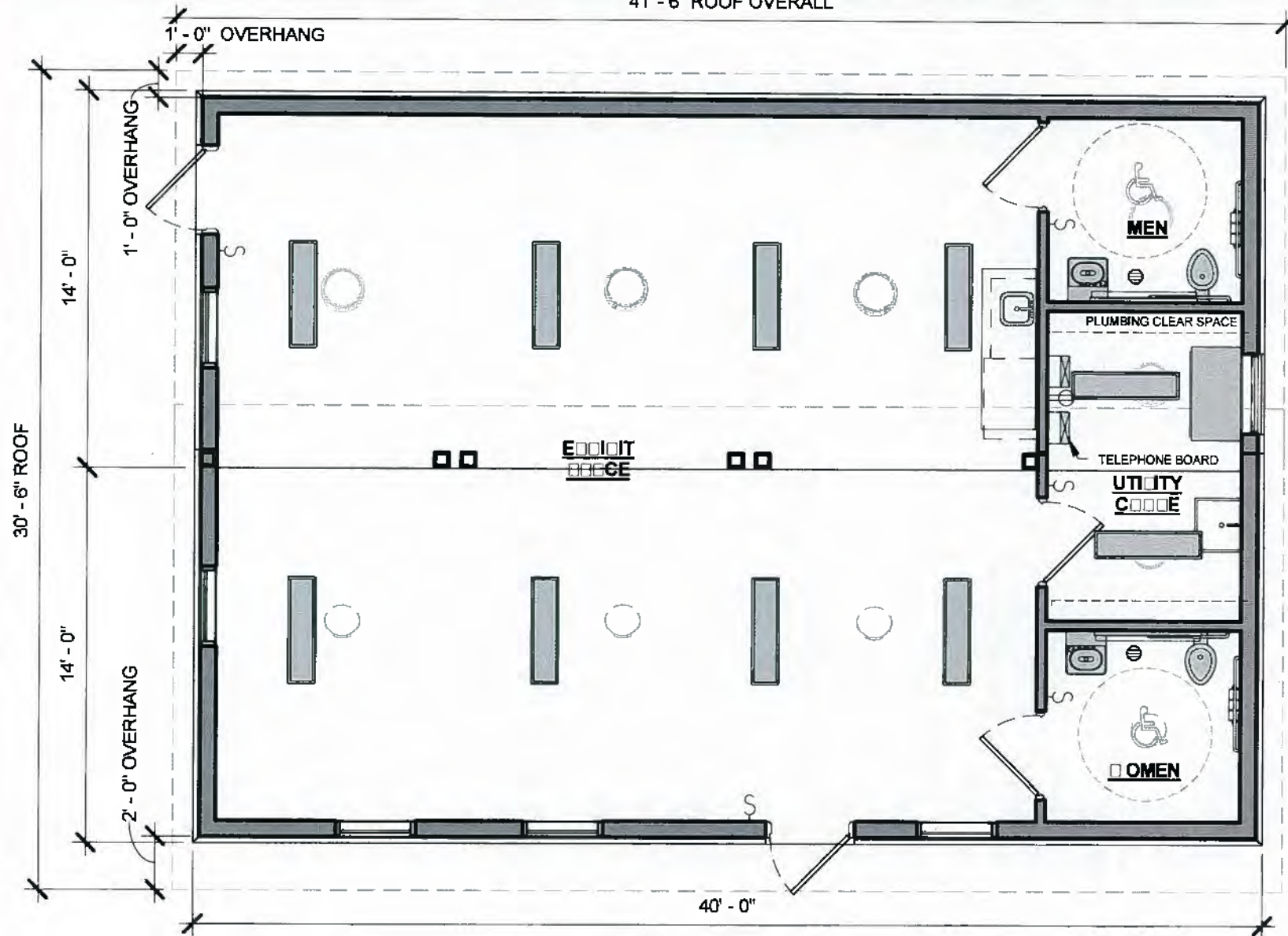
Shame! Pool

BUILDING FLOOR PLAN
SCALE: 1/20



DRINKING FOUNTAIN
SCALE: 1/20

41' - 6" ROOF OVERALL



1 FLOOR PLAN
3/16" = 1'-0"

REVISION BY: EVE REVISION DATE: 02/15/2013 REVISION # 3



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BUILDING TYPE:

EXHIBIT AND RESTROOM BUILDING

PROJECT:

SYCAMORE CANYON NATURE CENTER
RIVERSIDE, CA

DATE: 02/11/2013 DRAWN BY: SER/EVE
PROJECT #: 8182

MAXIMUM PERSON AN HOUR:

90 S

Ph: 888-888-2060 | Fax: 888-888-1448

-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE, DIMENSIONS PRESIDE

P:\CALIFORNIA\RIVERSIDE (CITY)\SYCAMORE CANYON WILDERNESS PARK #8182\Design\STAGE_1 PRELIMS (PROJ)\CURRENT\130215-PRELIM-SYCAMORE CANYON-8182.MXD



EXHIBIT "K"

ATTENDANCE AVERAGES

Attendance for City Facilities (for FY14/15)

#	Facility	July	Aug	Sept	Oct.	Nov.	Dec	Jan.	Feb.	Mar.	April	May	June	Total	
1	Bobby Bonds Sports Complex	Cesar Chavez Community Center	1,336	1,210	52	868	64	2,380	763	775	161	207	163	820	8,799
2		Youth Opportunity Center/Gym	597	610	588	1,018	710	541	402	434	421	714	600	430	7,065
3		CHEER Building	Attendance information not available - this is a newly opened facility. Main operation is pre-school and teen service programs												
4	Bordwell Park	Stratton Community Center	1,397	1,583	2,591	2,547	1,989	1,775	2,972	2,615	2,715	2,738	2,292	1,701	26,915
5	Bryant Park	Arlanza Community Center	9,335	9,309	9,941	10,375	7,739	7,625	6,858	6,608	6,195	6,023	6,161	7,259	93,428
6		Solander Center (attendance is estimated only - facility is used for pre-school and charter high school programming only)	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
7	Fairmount Park	Stewarts Boathouse (this is a rental facility only, attendance is based on average rentals)													
8		Izaak Walton Building	750	750	750	Attendance information for "off-season" not available - this is a rental facility only.									
9		Fairmount Golf Course (numbers are rounds of golf played for the month)	2,331	2,375	1,097	1,462	1,346	1,712	2,392	2,656	3,156	3,426	3,215	3,191	28,359
10	Hunt Park	Renck Community Center	7,234	6,955	6,490	6,785	6,952	6,418	8,104	7,395	8,414	7,567	6,526	7,005	85,845
11	La Sierra Park	Community Center	8,353	5,105	1,948	3,658	2,804	1,170	3,271	1,120	1,270	1,120	1,948	3,271	35,038
12		Senior Center	4,160	4,195	4,087	3,976	3,626	3,716	3,781	3,893	4,042	4,015	4,025	4,082	47,598
13	Lincoln Park	Community Center	80	100	50	460	455	170	25	20	25	25	20	20	1,450
14	Nichols Park	Joyce Jackson Community Center	5,778	6,353	4,883	5,673	6,333	4,953	2,853	2,893	3,698	3,693	3,693	3,693	54,496
15	Orange Terrace Community Park	Community Center	13,215	11,123	11,598	11,351	11,377	12,390	12,721	12,833	11,638	11,196	9,378	11,598	140,418
16	Reid Park	Ruth Lewis Community Center	10,660	7,053	5,902	818	5,933	6,446	6,838	6,685	5,891	6,447	6,002	7,541	76,216
17		Springbrook Clubhouse (this is a rental facility only, attendance is based on average rentals)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
18	Sycamore Canyon Park	Ameal Moore Nature Center	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
19	Villegas Park	Community Center	10,034	9,458	6,872	7,319	6,026	6,036	5,763	6,297	6,619	7,714	6,380	10,885	89,403
20		Brown Room	30	30	55	64	57	50	58	67	69	74	77	30	661
21	White Park	Dales Senior Center	1,997	2,513	2,475	2,424	2,480	2,250	2,365	2,486	2,487	2,693	2,192	2,187	28,549

EXHIBIT "L"

PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

This checklist is included for reference, to help ensure completeness of proposals.

Proposals will be evaluated on the basis of the following criteria, which is to be detailed in the proposal:

- a. Experience and history of performing similar janitorial maintenance services (15%)
- b. Completeness of proposal and adherence to RFP requirements (5%)
- c. Company's Quality Control Program (10%)
- d. Number of staff (labor hours), and qualifications of assigned staff (10%)
- e. Amount, type, and condition of equipment to be assigned to the project (5%)
- f. Financial resources sufficient to maintain solvency while performing the services (5%)
- g. Proposed costs to perform the services (40%)
- h. Scope of services to be provided in addition to those required by this RFP (5%)
- i. Ability to accept ePayables payment process (5%)

In order to be considered responsive, proposals shall adhere to the following format for organization:

☐ Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Contractors' qualifications and Contractors' willingness to enter into a contract under the terms and conditions prescribed by this RFP.

☐ Company Information

This section should include contact person information, address and telephone number of the company main office and any branch offices. In addition, all Proposals must include a completed "Contractor's Qualifications Statement" form (Exhibit "F"). If no information is to be filled in a blank space, then write "none." Any supplemental information that Proposer believes may be pertinent to the selection process may be provided.

☐ Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classification of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of three (3) years of actual field experience and adequate technical background.

All Proposals must include a completed "Designation of Subcontractors" form ("Exhibit "G"). Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of the work to be performed by each subcontractor listed, by trade and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of all subcontractors.

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total contract price.

☐ Experience and References

Proposers shall present evidence that they have been regularly engaged in performing similar janitorial maintenance services and furnishing such material and equipment, as they propose to perform or furnish and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this RFP.

Provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

Note: All Proposers must have a minimum of five (5) years commercial and/or municipal janitorial maintenance service experience under its current business name and license, of similar scope and size.

☐ Equipment List

Proposer shall furnish the City with a list indicating the equipment to be used for the project. All equipment shall be in almost new condition and in safe and proper working order. City reserves the right to inspect all equipment proposed to be used for the project.

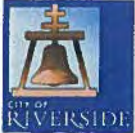
☐ Additional Services

Proposer shall include a list of services they are willing to provide, if any, in addition to those required by this RFP. These are services that would be provided at no additional cost to the City.

☐ Pricing

Although cost will not be considered the primary factor in the selection process, all Proposals must include completed Compensation Schedule (Exhibit "H").

The proposed price(s) shall include full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to complete all work contemplated and embraced under this RFP. Quantities (square footages) listed in this RFP are estimates, and no claim shall be made against the City for excess or deficiency therein, actual or relative.



City of Arts & Innovation

City of Riverside
Parks, Recreation and Community Services Department

ADDENDUM NO. 1

RFP No. 1679

Request for Proposals for Annual Janitorial Maintenance Services for City Community Centers

This addendum forms a part of the contract documents for the above named project and modifies the original specifications dated January 2017. All portions of the contract documents not specifically modified in this Addendum remain in full force and effect.

Where text within the contract documents is to be revised, within this addenda, for clarity, new text to be inserted is shown in underlined red text and old text to be deleted is shown in ~~strikeout~~.

3. QUESTIONS REGARDING THIS RFP

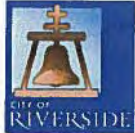
All requests for clarification, changes, exceptions, deviations to the terms and conditions set forth in this RFP shall be submitted in writing to:

Ms. Lee Withers

City of Riverside - Parks, Recreation & Community Services Department

lwithers@riversideca.gov

The final day for receipt of questions from the Proposer shall be before noon on February ~~23~~ 24, 2017. To ensure fairness and avoid misunderstandings, **all communications must be in written format**, and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications shall be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed, and if required, a response ~~will~~ be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member, RPU Board member, or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**



City of Arts & Innovation

City of Riverside
Parks, Recreation and Community Services Department

ADDENDUM NO. 2

RFP No. 1679

Request for Proposals for Annual Janitorial Maintenance Services for City Community Centers

This addendum forms a part of the contract documents for the above named project and modifies the original specifications dated January 2017. All portions of the contract documents not specifically modified in this Addendum remain in full force and effect.

Where text within the contract documents is to be revised, within this addenda, for clarity, new text to be inserted is shown in underlined red text and old text to be deleted is shown in ~~strikeout~~.

The following list represents all questions regarding RFP 1679, and their answers.

Q: Page 1 and 2 – Item 15 is listed twice with two different descriptions. Which one is accurate?

A: Item 15 on pages 1 and 2 is a document formatting issue, causing the table to split between the two pages. Reference the description on page 2, and Exhibit H – Compensation Schedule, which is to be submitted with the proposal.

Q: Do you think you will be adding the pools for the summer months to this RFP?

A: Shamel Pool is included in RFP 1679, and will be the only pool in the contract.

Q: How often do the interior windows have to be cleaned?

A: Please refer to the Minimum Frequency Schedule.

Q: How often do the exterior windows have to be cleaned?

A: Please refer to the Minimum Frequency Schedule.

Q: Clarify the following – for exterior window cleaning, is it all building windows, or only what can be reached from the ground?

A: Exterior window cleaning is what can be reached by someone standing at ground level, with an extension pole. This includes the Cesar Chavez Community Center, which is a two-story building. The contract does not include second story windows or skylight-type windows.

Q: What is the labor breakdown for the current contract?

A: This is confidential, proprietary information owned by the current contract holder.

Q: Are all rooms in the CHEER building included?

A: Yes

Q: Do we have to high dust in the Cesar Chavez auditorium?

A: Yes

Q: Do we have to use a scissor lift for high dusting?

A: No

Q: Do we need to be certified if we use a scissor lift?

A: Yes

Q: Do we need to use plywood under the scissor lift on the wooden floors?

A: Yes

Q: Does the scope of work include exterior park restrooms?

A: No

Q: Can we get a copy of the weekly inspection sheet?

A: Yes. This form is attached to this addendum

Q: How much detail are you looking for in the equipment list?

A: We are looking for a general list that describes the types and conditions of the equipment you propose to use for this work.

Q: How much time do you spend on weekly inspections?

A: About six hours per week

Q: How large is the current crew?

A: This is confidential, proprietary information owned by the current contract holder.

Q: Why is this being re-bid?

A: In accordance with the project RFP the City reserves the right to reject all bids and rebid, all in the city's best interest.

Q: How do you address extra cleaning after rentals where there was damage?

A: We ask that the crew document the damages, through photos and emails, and we will discuss the extent of the damage and any extra work.

Q: Would it be possible to get an estimate on the highest ceiling?

A: The peak at the Orange Terrace Community Center gymnasium is approximately 40 feet.

Q: On Page 5 #76, what kind of services are you looking for at no cost?

A: The City is not looking for anything specific, but gives proposers the opportunity to describe any additional services that may set them apart.

Q: Why is the contract only for 18 months?

A: The initial contract term is for 18 months, with the option for up to three additional one-year terms, for a total contract term of up to four and a half years.

Q: Exhibit "A" – Are all facilities open and requiring service on holidays?

A: Yes, as there may be rentals or special events on holidays.

Q: Are bonds required for this contract?

A: No, bid, payment and performance bonds are not required.

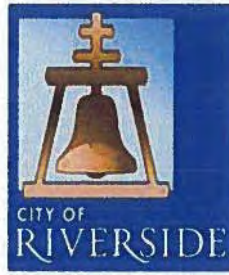
Compensation Schedule – RFP 1679

#	Facility	Address	Approx. SQ. Ft.	Monthly Cost	July 1, 2017 - June 30, 2018	July 1 - December 31, 2018
1	Bobby Bonds Sports Complex – Cesar Chavez Community Center (excludes Suites 101, 104, 106, 113, 114, 209, and 212)	2060 University Ave.	24,031	\$2,638.36	\$31,660.32	\$15,830.16
2	Bobby Bonds Sports Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and locker rooms)	2060 University Ave.	24,226	\$2,659.77	\$31,917.24	\$15,958.62
3	Bobby Bonds Sports Complex – CHEER Building	2060 University Avenue	5,720	\$628.00	\$7,536.00	\$3,768.00
4	Bordwell Park – Stratton Community Center	2008 Martin Luther King Blvd.	9,947	\$1,092.08	\$13,104.96	\$6,552.48
5	Bryant Park – Arlanza Community Center	7950 Philbin Ave.	22,214	\$2,438.88	\$29,266.56	\$14,633.28
6	Bryant Park – Eric Solander Suites B and C	7950 Philbin Ave.	6,187	\$679.27	\$8,151.24	\$4,075.62
7	Fairmount Park – Stewarts Boathouse, Lakeside Room (excludes lower floor of building)	2707 Locust St.	2,300	\$252.52	\$3,030.24	\$1,515.12
8	Fairmount Park – Izaak Walton Building	2710 Dexter Dr.	2,148	\$235.83	\$2,829.96	\$1,414.98
9	Fairmount Golf Course	2681 Dexter Dr.	2,910	\$319.49	\$3,833.88	\$1,916.94
10	Hunt Park – Renck Community Center	4015 Jackson St.	13,100	\$1,438.25	\$17,259.00	\$8,629.50
11	La Sierra Park – La Sierra Community Center	5215 La Sierra Ave.	8,280	\$909.06	\$10,908.72	\$5,454.36
12	La Sierra Park – La Sierra Senior Center	5215 La Sierra Ave.	12,680	\$1,392.14	\$16,705.68	\$8,352.84
13	Lincoln Park – Community Center	4261 Park Ave.	1,700	\$186.64	\$2,239.68	\$1,119.84
14	Nichols Park – Joyce Jackson Community Center	5505 Dewey Ave.	8,280	\$909.06	\$10,908.72	\$5,454.36
15	Orange Terrace Community Park – Orange Terrace Comm. Center (excludes Library)	20010 Orange Terrace Pkwy.	24,875	\$2,731.03	\$32,772.36	\$16,386.18

Compensation Schedule – RFP 1679

16	Reid Park – Ruth Lewis Community Center	701 N. Orange St.	8,280	\$909.06	\$10,908.72	\$5,454.36
17	Reid Park – Springbrook Clubhouse (excludes warehouse)	1011 N. Orange St.	5,997	\$658.41	\$7,900.92	\$3,950.46
18	Shamel Park Swimming Pool Building	3650 Arlington Ave.	877	\$96.29	\$1,155.48	\$577.74
18	Sycamore Canyon Wilderness Park – Ameal Moore Nature Center	400 Central Ave.	1,050	\$115.28	\$1,383.36	\$691.68
19	Villegas Park – Villegas Community Center	3091 Esperanza St.	18,391	\$2,019.15	\$24,229.80	\$12,114.90
20	Villegas Park – Brown Room (excludes attached outdoor park restroom)	3091 Esperanza St.	989	\$108.58	\$1,302.96	\$651.48
21	White Park – Dales Senior Center	3936 Chestnut St.	10,720	\$1,176.95	\$14,123.40	\$7,061.70
			Total	\$23,594.10	\$283,129.20	\$141,564.60
Total Contract Amount						\$424,693.80

ADDITIONAL / SUBTRACTING ITEMS		
1	Additional areas/facilities, per square foot	\$0.15
2	Stripping, waxing and sealing floors, per square foot	\$0.45
3	Window washing, per hour	\$25.00
4	Cleaning (including sweeping, mopping, dusting, kitchen and restroom), per square foot	\$0.15
5	Carpet cleaning, per square foot	\$0.35
6	Furniture upholstery cleaning, per square foot	\$0.35
7	Emergency services, per hour	\$50.00
8	Additional labor, per person per hour	\$35.00
9	Additional Supervisor, per person per hour	\$45.00



City Arts & Innovation

REQUEST FOR PROPOSALS (RFP) FOR ANNUAL JANITORIAL MAINTENANCE SERVICES FOR CITY COMMUNITY CENTERS

RFP 1679 PROPOSAL INSTRUCTIONS, SCOPE OF WORK, CONTRACTOR SELECTION AND CONTRACT AWARD

Non-Mandatory Proposers' Conference:
February 15, 2017 at 8:30 a.m.
Nichols Community Center, 5505 Dewey Avenue, Riverside 92504
(Note: Proposers' Conference will include a complete job-walk)

Proposals Due: Before 2:00 p.m. on March 9, 2017

CITY OF RIVERSIDE
Parks, Recreation & Community Services Department
Parks Division
January 2017

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(Note: floor plans for Nichols and Reid are the same)

PART 1

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The City of Riverside's Parks, Recreation and Community Service Department (hereinafter referred to as the City), is soliciting proposals from qualified janitorial maintenance contractors (hereinafter "Proposer") to furnish all labor and materials to provide daily janitorial maintenance services.

To be considered responsive to this RFP, Proposers must submit a Proposal in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. City reserves the right to request additional information that in the City's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Contract.

City community centers/facilities to be maintained are as follows:

#	FACILITY	ADDRESS	APPROX. SQ. FT.
1	Bobby Bonds Sports Complex – Cesar Chavez Community Center (excludes Suites 101, 104, 106, 113, 114, 209, and 212)	2060 University Ave.	24,031
2	Bobby Bonds Sports Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and locker rooms)	2060 University Ave.	24,226
3	Bobby Bonds Sports Complex – CHEER Building	2060 University Avenue	5,720
4	Bordwell Park – Stratton Community Center	2008 Martin Luther King Blvd.	9,947
5	Bryant Park – Arlanza Community Center	7950 Philbin Ave.	22,214
6	Bryant Park – Eric Solander Suites B and C	7950 Philbin Ave.	6,187
7	Fairmount Park – Stewarts Boathouse, Lakeside Room (excludes lower floor of building)	2707 Locust St.	2,300
8	Fairmount Park – Izaak Walton Building	2710 Dexter Dr.	2,148
9	Fairmount Golf Course	2681 Dexter Dr.	2,710
10	Hunt Park – Renck Community Center	4015 Jackson St.	13,100
11	La Sierra Park – La Sierra Community Center	5215 La Sierra Ave.	8,280
12	La Sierra Park – La Sierra Senior Center	5215 La Sierra Ave.	12,680
13	Lincoln Park – Community Center	4261 Park Ave.	1,700
14	Nichols Park – Joyce Jackson Community Center	5505 Dewey Ave.	8,280
15	Orange Terrace Community Park	20010 Orange Terrace Pkwy.	24,875

15	Orange Terrace Community Park – Orange Terrace Comm. Center (excludes Library)	20010 Orange Terrace Pkwy.	24,875
16	Reid Park – Ruth Lewis Community Center	701 N. Orange St.	8,280
17	Reid Park – Springbrook Clubhouse (excludes warehouse)	1011 N. Orange St.	5,997
18	Shamel Park – Swimming Pool Building	3650 Arlington Ave.	877
19	Sycamore Canyon Wildemess Park – Ameal Moore Nature Center	400 Central Ave.	1,050
20	Villegas Park – Villegas Community Center	3091 Esperanza St.	18,391
21	Villegas Park – Brown Room (excludes attached outdoor park restroom)	3091 Esperanza St.	989
22	White Park – Dales Senior Center	3936 Chestnut St.	10,720

Note: square footages are estimates and are provided for reference only. Proposers are responsible for verifying actual square footages

2. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Wednesday, February 15, 2017 at 8:30 a.m. All participants will assemble at the Nichols Community Center, located at 5505 Dewey Avenue, Riverside, CA. 92504.

Following the meeting, City Staff will conduct tours of the following sites:

1. Nichols Park – Joyce Jackson Community Center
2. White Park – Dales Senior Center
3. Bobby Bonds Sports Complex – Cesar Chavez Community Center, Youth Opportunity Center, Gymnasium, CHEER Building
4. Bordwell Park – Stratton Community Center
5. Villegas Park – Villegas Community Center and Brown Room

The following locations will not be included on the site tour. Please view them when it best fits into the Proposer's schedule and during normal operating hours:

1. Bryant Park – Arlanza Community Center and Eric Solander Center Suites B and C (both buildings Monday – Friday 9:00 a.m. to 5:00 p.m.)
2. Fairmount Park – Stewart's Boathouse (by appointment only), Izaak Walton Building (by appointment only), Golf Course (7:00 a.m. to 7:00 p.m.)
3. Hunt Park – Renck Community Center (Monday – Friday 3:00 p.m. to 6:00 p.m.)
4. La Sierra Park – La Sierra Community Center (Monday – Friday 3:00 p.m. to 6:00 p.m.) and Senior Center (Monday – Friday 9:00 a.m. to 6:00 p.m.)
5. Lincoln Park – Community Center (Monday – Friday 3:00 p.m. to 6:00 p.m.)
6. Orange Terrace Community Park – Orange Terrace Community Center (Monday – Friday 9:00 a.m. to 9:00 p.m.)
7. Reid Park – Springbrook Clubhouse (by appointment only) and Ruth Lewis Community Center (Monday – Friday 3:00 p.m. to 9:00 p.m.)
8. Shamel Park Pool – by appointment only
9. Sycamore Canyon Wildemess Park – Ameal Moore Nature Center (Thursday – Sunday 9:00 a.m. to 5:00 p.m.)

3. QUESTIONS REGARDING THIS RFP

All requests for clarification, changes, exceptions, deviations to the terms and conditions set forth in this RFP shall be submitted in writing to:

Ms. Lee Withers
City of Riverside - Parks, Recreation & Community Services Department
lwithers@riversideca.gov

The final day for receipt of questions from the Proposer shall be before noon on February 14, 2017. To ensure fairness and avoid misunderstandings, **all communications must be in written format**, and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications shall be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed, and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member, RPU Board member, or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

4. COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals, which contain false or misleading statements, may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Proposer and shall not be chargeable to the City.

5. DELIVERY/SUBMISSION OF PROPOSALS

Proposal Due Date/Time: Prior to 2:00 p.m., March 9, 2017.

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at www.riversideca.gov/bids, then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted under the same company name used to subscribe to the RFP on the Electronic Bidder's List.

All proposals and required documents including any proposal security shall be supplied on a CD or DVD on or before the date and time indicated herein. LATE PROPOSALS WILL NOT BE CONSIDERED.

Please note that any hard copy proposals will not be accepted. CDs or DVDs containing proposals may be submitted by mail or in person, but must be time stamped by the Purchasing Division before the due day/time.

All packages must indicate due date and time, and project description/title, and be addressed as follows:

Bidders Name & Address

City of Riverside; Purchasing Division
Attn: Bobby Magee (RFP No. 1679)
3900 Main Street
Riverside, CA 92522

RFP No.: 1679

Due: March 9, 2017

Before: 2:00 p.m.

Project: Annual Janitorial Maintenance Services for City Community Centers

Packages containing the CD or DVD must be time stamped at the Purchasing Division before the due day/time, or they will be considered non-responsive.

6. ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all Proposals submitted by Proposer.

7. PROPOSAL FORMAT AND CONTENT

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's demonstrated capability to perform work of this type. Proposers may include video, PowerPoint, etc. with their proposal. EMPHASIS SHOULD BE CONCENTRATED ON COMPLETENESS AND CLARITY OF CONTENT.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

7.1 Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Contractors' qualifications and Contractors' willingness to enter into a contract under the terms and conditions prescribed by this RFP.

7.2 Company Information

This section should include contact person information, address and telephone number of the company main office and any branch offices. In addition, all Proposals must include a completed "Contractor's Qualifications Statement" form (Exhibit "F"). If no information is to be filled in a blank space, then write "none." Any supplemental information that Proposer believes may be pertinent to the selection process may be provided.

7.3 Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classification of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of three (3) years of actual field experience and adequate technical background.

All Proposals must include a completed "Designation of Subcontractors" form ("Exhibit "G"). Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of the work to be performed by each subcontractor listed, by trade and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of all subcontractors.

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total contract price.

7.4 Experience and References

Proposers shall present evidence that they have been regularly engaged in performing similar janitorial maintenance services and furnishing such material and equipment, as they propose to perform or furnish and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this RFP.

Provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

Note: All Proposers must have a minimum of five (5) years commercial and/or municipal janitorial maintenance service experience under its current business name and license, of similar scope and size.

7.5 Equipment List

Proposer shall furnish the City with a list indicating the equipment to be used for the project. All equipment shall be in almost new condition and in safe and proper working order. City reserves the right to inspect all equipment proposed to be used for the project.

7.6 Additional Services

Proposer shall include a list of services they are willing to provide, if any, in addition to those required by this RFP. These are services that would be provided at no additional cost to the City.

7.7 Pricing

Although cost will not be considered the primary factor in the selection process, all Proposals must include completed Compensation Schedule (Exhibit "H").

The proposed price(s) shall include full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to complete all work contemplated and embraced under this RFP. Quantities (square footages) listed in this RFP are estimates, and no claim shall be made against the City for excess or deficiency therein, actual or relative.

8. EXAMINATION OF RFP AND SITE OF WORK

The Proposer shall carefully examine the RFP and the sites where the work is to be performed. The submission of a Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

The Proposer hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Proposer agrees to assume all risks incident thereto.

9. ERRORS AND OMISSIONS

If prior to the date fixed for submission of Proposals, a Proposer discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Any clarifications to this RFP by City shall be given by written notice to all parties who have been furnished or who have requested an RFP.

If Proposer fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, Proposer shall submit its Proposal at his/her own risk, and if Proposer is awarded a Contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

10. ADDENDA TO PROPOSAL

Any addenda issued during the time of bidding shall be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via e-mail.

Any Addenda issued during the time for submission of proposals will be made a part of the Agreement.

11. EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of the individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten or legibly printed on the Proposal. The Proposer shall ensure that the proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his or her full name and address.

A partner shall sign for a partnership and the names, titles and addresses of all partners shall be given.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

12. WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Proposer or authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

13. PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after a contract is awarded (Government Code Section 6250 et. seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Proposer must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that Proposer may obtain.

All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

14. EVALUATION OF PROPOSALS

A committee of at least two members of the City's Parks, Recreation and Community Services Department, and the Purchasing Services Manager will evaluate all Proposals. All Proposals shall be reviewed to verify that the Proposer has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, do not provide references, or take unacceptable exceptions to the RFP or the City's Sample Agreement (Exhibit "C"), will be rejected as non-responsive.

Proposers will be evaluated on the basis of the following criteria:

- a. Experience and history of performing similar janitorial maintenance services (15%)
- b. Completeness of proposal and adherence to RFP requirements (5%)
- c. Company's Quality Control Program (10%)
- d. Number of staff (labor hours), and qualifications of assigned staff (10%)
- e. Amount, type, and condition of equipment to be assigned to the project (5%)
- f. Financial resources sufficient to maintain solvency while performing the services (5%)
- g. Proposed costs to perform the services (40%)
- h. Scope of services to be provided in addition to those required by this RFP (5%)
- i. Ability to accept ePayables payment process (5%)

The City reserves the right to make observations of existing sites being maintained by the Proposers to evaluate the facilities and determine the level of maintenance being performed. These visual observations will be used in the evaluation process.

The most qualified Company(s)/Proposer(s) may be asked to make a presentation to the Selection Committee, and participate in an oral interview to discuss in greater detail the content of their proposal.

The most highly qualified Company/Proposer shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms and compensation for the Scope of Work, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Company/Proposer.

15. REJECTION OF PROPOSALS

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Proposer from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and

the Proposer shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

16. AWARD OF CONTRACT

Award of Contract or rejection of Proposals will be made by the City within 90 calendar days following the Proposal due date. The City reserves the right to reject any and/or all Proposals submitted in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Proposer whose Proposal best complies with all of the requirements of this RFP.

17. CONTRACT TERM

The initial term of the Agreement shall be from date of execution through December 31, 2018. At the option of the City, the Agreement may be extended for three additional one-year terms based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Contractor shall negotiate any and all price modifications.

18. CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Proposer agrees to enter into an Agreement with the City in a substantially similar form to the Sample Agreement attached hereto as Exhibit "C". The Agreement to be executed by the successful Proposer will generally conform to the content of the attached Sample Agreement, however, the City reserves the right to update the Agreement to its current standards at the time the City makes an award. Proposers are advised that the indemnification and insurance provisions contained in the Sample Agreement are mandatory and not subject to revision.

In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City of Riverside's Request For Proposals
- Contractors Response to the Request For Proposals

19. EXECUTION OF AGREEMENT

After contract award, the following Contract Documents shall be signed and returned to the City's Parks Superintendent within five (5) calendar days from the date the City mails, or by other means delivers said documents to Contractor:

- A. One (1) original of the Agreement in the form included herein, properly executed by Contractor.
- B. Properly executed policies or Certificates of Insurance for (a) Commercial General Liability Insurance, (b) Automotive Liability Insurance, including an Additional Insured Endorsement for each policy, and (c) Workers' Compensation / Employers Liability Insurance, in accordance with the requirements set forth in Article 10 of the General Conditions.

In any event that the fifth (5th) calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the Contract Documents shall be delivered by the following working day.

Terms of the Agreement are not negotiable. No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

20. FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required bonds and insurance, within the required time period shall be just cause for the recession of the award and the forfeiture of the Proposal Guaranty. If the successful Proposer refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Proposer.

21. CANCELLATION

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposal.

22. ePAYABLES

The City of Riverside has partnered with Bank of America to offer a card payment program, called ePayables, to the City's contractors. This is the City's preferred method of payment and is part of a city-wide effort to reduce paper waste and decrease the amount of time to pay our contractors.

With ePayables, we will continue our current payment terms and conditions. However, once an invoice is approved for payment an electronic remittance advice will be sent to the contractor by email, instead of a check. The remittance advice will include statement-type information such as invoice numbers, dates and amounts for invoices. Payments can be retrieved with the City of Riverside's designated account number that will be assigned to the contractor.

Note: Proposers who are set up to receive payment through ePayables, will receive a 5% preference during the evaluation.

PART 2

GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

- | | | |
|----|------------------------|---|
| A. | Agreement/Contract: | The written contractual agreement between City and Contractor covering the work and/or services. |
| B. | Proposer: | The individual, partnership, firm, corporation, joint venture, contractor, or other legal entity submitting a Proposal in response to this RFP. |
| C. | Compensation Schedule: | Schedule of the compensation for which Contractor will perform the services described in the Contract Documents. |
| D. | City or Owner: | The City of Riverside, California. |
| E. | Change Order: | A written order to the Contractor directing an addition, deletion, or revision to the scope of work, or an adjustment in the contract price or contract time issued after the effective date of the Contract. |
| F. | Contract Documents: | The accepted Proposal, the Request for Proposal (including Exhibits), the Agreement, Addenda (if any), and all Change Orders issued during performance of the work and/or services. |
| G. | Contractor: | The individual, partnership, firm, corporation, joint venture or other legal entity to whom a Contract is awarded by City. |
| H. | Inspector: | The Landscape Maintenance Inspector for the City of Riverside. |
| I. | Parks Superintendent: | The Superintendent of the Parks, Recreation and Community Services Department of the City of Riverside or his/her duly appointed representative. |
| J. | Proposal: | The proposal submitted by Proposer setting forth the manner (including prices) in which the work and/or services called for in the Request for Proposal will be performed. |
| K. | Maintained Areas: | The public facilities and areas to be maintained per the Contract Documents. |
| L. | Project Manager: | Contractor's authorized representative. |

1.02 REPRESENTATIVES

- A. The Parks Superintendent shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions

of the Contract Documents.

- B. Instructions and information given by the Parks Superintendent to the Contractor's Project Manager shall be the same as if communicated directly to the Contractor.
- C. The decision(s) of the Parks Superintendent shall be final and binding on all questions concerning the acceptability of materials, supplies or machinery, the classification of materials or supplies, and execution of the work,

The Parks Superintendent will make periodic observations of materials and completed work to observe their compliance with the Contract Documents, but he/she is not responsible for the site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

1.03 PROPOSED COSTS

The monthly prices and lump sum amounts to be paid for the areas listed in the Compensation Schedules shall include full compensation for furnishing all labor, materials, supplies, cleaning products, trash bags, vehicles, 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, clean-up, and all other items incidental to the work.

1.04 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. A qualified, English-speaking foreman in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel. 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 provide a written roster of personnel assigned to the work included in this RFP, prior to starting work. Roster will include names of employees, and sites to which they be routinely assigned to work. Contractor shall notify City in writing of any personnel changes, such as hiring new employees or releasing employees, so that City is aware of who has access to its facilities. Notification shall be within one business day.
- C. 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.
- D. If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Parks Superintendent, or is, in the opinion of the Parks Superintendent, 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 Parks Superintendent.
- E. At no time will the Contractor or subcontractor be authorized to be accompanied by minors or anyone not in the employ of the contractor while performing work in accordance with this RFP.

1.05 WORK SCHEDULE

The Contractor shall accomplish all janitorial maintenance required under this RFP between the hours of 10:00 p.m. and 6:00 a.m., Monday through Sunday, except as where noted in the Minimum Frequency

Schedules.

Consideration shall be given to facility rentals and recreational programming. Janitorial activities shall not interfere with programs or rentals. At no time is the janitorial crew to commence work in any area of a building while rentals or programs are in progress.

Exceptions may be made to normal work hours where incidence of scheduled use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours.

Special notification listing exact dates for infrequent operations shall be furnished to the Parks Superintendent at least five (5) days prior to performing these operations.

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.

1.06 VEHICLE LIMITATIONS

The Contractor shall at no time drive vehicles on turf for any reason without the authorization of the Parks Superintendent. Vehicles shall not be parked on sidewalks or at center/facility entryways, unless approved by the City.

1.07 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct its operations so as to offer the least possible interference, obstruction and inconvenience to the public, and shall have underway no greater length of time 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 Maintained Areas, and as directed by the Parks Superintendent.

1.08 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.09 DATA TO BE FURNISHED BY CONTRACTOR

The Contractor shall furnish the Parks Superintendent 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) days of request.

1.10 OFFICE, TELEPHONE & RADIOS

Contractor is required to maintain an office and provide telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor within 15 minutes. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than two (2) hours. Contractor staff shall be capable of communicating, using cellular phones, in English with City staff.

1.11 SIGNAGE

- A. Contractor shall display a sign indicating Contractor's name and license number, if applicable, 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 Maintained Areas. All signs used by the Contractor shall be kept "Graffiti Free" at all times.

1.12 INDEPENDENT CONTRACTOR

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

1.13 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 (See Sample Agreement, Exhibit "C").

ARTICLE 2 – PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

Contractor shall, at its own cost and expense, furnish all necessary materials, supplies, cleaning products, labor, transportation, and equipment for doing and performing work required under this RFP.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Parks Superintendent; and that both work and materials meet the requirements of this RFP.

2.02 NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties or obligation under this Contract or its interest therein in whole or in part without the prior written consent of the City, which may be withheld at the City's sole discretion.

2.03 PERMITS AND LICENSES

The Contractor shall obtain all permits required by the City and other agencies of the State and County. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

Where requirements of the permits differ from those listed herein, the more stringent requirements shall apply.

2.04 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, as set forth in Sections 7.04 and 8.05.

2.05 COMMUNICATIONS REGARDING THE WORK

After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and mailed, hand delivered, or emailed to:

Andrew Emery
Parks Superintendent
City of Riverside
3900 Main Street
Riverside, California 92522
aemery@riversideca.gov

2.06 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 Parks Superintendent within 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.

2.07 SUBCONTRACTORS

- 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.

2.08 COOPERATION WITH OTHER WORK FORCES

- A. The City reserves the right to perform other work at or near the Maintained 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.

2.09 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 that are a direct result of Contractor's operations.

Contractor will be issued an alarm code for all intrusion alarm armed facilities. This alarm code will be used to record/track Contractor's hours of maintenance, and shall not be given to others. The Contractor shall be required to notify the City if any intrusion alarm is not operating or is malfunctioning.

Contractor will be issued keys to all facilities prior to the start of the work. In the event keys are lost or stolen while in Contractor's care, Contractor shall be responsible for all costs associated with the re-keying of any and/or all facilities, including the duplication of keys for all authorized personnel.

Without exception, all exterior doors are to remain locked while the Contractor is in the building. Doors are to be locked and intrusion alarms armed when the building is vacated following completion of work. In the event Contractor fails to properly arm the alarm and secure a facility, funds in the amount of \$100 per instance may be withheld from the monthly payment, in accordance with Section 7.04. Contractor shall be responsible for all costs associated with their failure to set the alarm or secure any facility (i.e. call-out overtime costs, false alarm fees, rekeying costs, stolen items or equipment, damage repairs, etc.).

Several of the facilities in this RFP feature automatic entry doors. At no time is the Contractor to enter or exit the facility using the automatic entry doors. Alternate entry points will be identified at each location.

2.10 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 all 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 all materials, equipment and/or supplies 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 as a result of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Parks Superintendent, 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.

C. Laws and Regulations:

1. The Contractor shall obey all laws, ordinances, and regulations affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the performance of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents, or in this RFP, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Parks Superintendent.
2. Contractor shall, at all times, cause all its agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of the Contract.
3. Nothing in this RFP is to be construed to permit work not conforming to any current laws, ordinances, and/or regulations. If the Contractor ascertains at any time that any requirement of the Contract varies from such applicable law, ordinance and/or regulation, it shall promptly notify the Parks Superintendent.
4. No adjustments in the contract price shall be made due to changes in any law, ordinance and/or regulation occurring after submission of Proposals. Proposer shall incorporate said risk in its Proposal.
5. The Contractor, at its own expense, shall pay all taxes properly assessed against its equipment, materials, or property used or required in connection with the work.
6. Contractor shall be required to comply with all National Pollutant Discharge Elimination System "NPDES" rules, regulations and Best Management Practices related to the work.

2.11 CLEANING AND ENVIRONMENTAL CONTROLS

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Remove waste materials, debris and rubbish from site and legally dispose of all trash.
- B. The Contractor shall take appropriate action to ensure that no dust originates from the Maintained Areas.
- C. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life.
- E. No debris, soil, silt, sand, bark, slush, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff

into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

- F. 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.

2.12 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

- A. 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 Parks Superintendent:

1. The minimum, if not the exact, percentage of recycled material, both post-consumer 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.

2.13 REPLACEMENT SUPPLIES

Contractor shall maintain a stock of high usage items (i.e. cleaning products and supplies, paper products, etc.) as a part of this scope of work. Costs for repair/replacement items proposed for, or agreed to be, Extra Work or for damage repairs will be reimbursed to Contractor at Contractor's wholesale cost. Invoices showing actual cost paid by Contractor must be submitted with monthly billing statement.

ARTICLE 3 – COMMENCEMENT, SUSPENSION AND COMPLETION OF WORK

3.01 TERM OF CONTRACT AND EXTENSIONS

The initial term of the Agreement shall be from the date of Agreement execution through December 31, 2018. At the option of the City, the Agreement may be extended for three additional one-year terms based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement. Extensions to the Agreement shall be confirmed sixty (60) days prior to the termination of the contract period. All such extensions shall be made in writing and approved by the City Manager.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Contractor shall negotiate any and all price modifications.

In the event that the Contractor continues to provide services beyond stated Agreement period, all terms and conditions of the Agreement shall continue to apply.

Notwithstanding any other terms and provision of the Contract Documents, the City reserves the right to terminate the Agreement with or without cause at any time by serving thirty (30) day written notice of such

termination.

3.02 COMMENCEMENT OF WORK

Unless otherwise specified, the Contract time shall commence upon the date authorized by City Council and as directed by the Parks Superintendent.

Contractor shall not commence work until the Contract is properly and fully executed, and including that insurance certificates have been submitted and approved.

3.03 PROSECUTION OF WORK

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time frames. The Contractor expressly proposes that it has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that it will complete the work within the specified time frames.

ARTICLE 4 - MAINTENANCE SCHEDULES

4.01 INITIAL SCHEDULE

- A. Within 48 hours after the Notice to Proceed has been issued, and prior to the start of any work, the Contractor shall submit to the Parks Superintendent for approval its proposed quarterly schedule with sub-schedules of periodic activities. The schedule shall also contain a list of all applicable tasks, including the time and location of the task, and the labor force (name and site assignment) used to complete the task. If the Parks Superintendent notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter.
- B. The schedules shall be in a form acceptable to the Parks Superintendent.

4.02 REVISED SCHEDULES

- A. After start of the work, the Contractor shall submit revised maintenance schedules not later than the 1st day of each month thereafter until completion of the Contract, if needed.
- B. The revised schedules shall show all significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming periodic work.

4.03 MINIMUM FREQUENCY SCHEDULES

Included in Exhibit "A" are Minimum Frequency Schedules and location descriptions to identify minimum service levels required for each area. In no event shall the Contractor provide maintenance frequencies less than those identified. If, however, increased maintenance frequencies are required to provide an acceptable level of service and to maintain the facilities in an acceptable condition it shall be at no additional cost to City.

Summer usage – Contractor should be aware that during the months of June through September, the facilities experience an increase in usage, and no additional compensation shall be given for services provided during those months.

If extensive use requires that the Contractor increase frequency schedules for an extended period of time (e.g. 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 Parks Superintendent.

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 SUSPENSION OF WORK-DEFAULT BY CONTRACTOR

If the Contractor fails to commence work as provided in the Contract, or fails to make progress in the work in such a manner as in the opinion of the Parks Superintendent will ensure a full compliance with the Contract within the time limits, or if in the opinion of the Parks Superintendent the Contractor is not carrying out the provisions of the Contract, written notice will be served on the Contractor to provide within a specified time for a satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the Contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the materials included in the Contract or required for the completion thereof at the expense of the Contractor without suspending the Contract.

5.02 SUSPENSION OF WORK WITHOUT FAULT

- A. The work may be suspended in whole or in part when determined by the Parks Superintendent that such suspension is necessary and in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Parks Superintendent suspending work.
- B. The Contractor shall not work or perform any operation, particularly during periods of construction or renovation. The Parks Superintendent shall have the authority to suspend the work, wholly or in part, for such period, as he/she may deem necessary, due to unsuitable conditions. Contractor will be notified in writing of any such suspension.
- C. The Parks Superintendent may suspend operations if he/she determines that an imminent safety hazard exists.

5.03 DECISION OF SUPERINTENDENT FINAL

The determination of the Parks Superintendent to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

5.04 REMAINDER OF CONTRACT IN EFFECT

Suspension of the Contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the Contract or the suspended portion thereof. The provisions of the Contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost due to such changes and all other provisions of the Contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the Contract shall have been completed and final payment or final adjustment of accounts made.

5.05 ALLOCATION OF COST

A. Default by Contractor

When the work is suspended in whole or in part in accordance with the provisions of Section 5.01 any cost to the City in excess of the Contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required due to the failure of the Contractor to comply with the Contract or the orders of the Parks Superintendent, will be charged to the Contractor and its sureties, who shall be liable thereof. If the net credit is in excess of

the claims made by the City against the Contractor, the balance will be paid to the Contractor or its legal representative.

B. Contractor Without Fault

When the work is suspended in whole or in part in accordance with the provisions of Section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable under the circumstances involved and were not contemplated by the parties when the Contract was awarded. The Parks Superintendent will determine the actual costs. The City will not be liable for all damages which the Parks Superintendent determines the Contractor could have avoided by all reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

5.06 TERMINATION OF CONTRACT-DEFAULT BY CONTRACTOR

- A. The Contract may be terminated by the City without liability for damage, when in the City's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the City's consent.
- B. In the event of such termination, the Contractor will be paid the actual amount due based on monthly prices or lump sums, and the quantity of work completed at the time of termination, less damages caused to the City by acts (or lack thereof) of the Contractor causing the termination. The Contractor, in having tendered a Proposal, shall be deemed to have waived any and all claims for damages because of termination of the Contract for any such reason. If the City declares the Contract terminated for any of the above reasons, written notice to that effect shall be served upon the Contractor.
- C. If the Contractor fails to commence work within the time specified, or fails to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, the Parks Superintendent may give written notice to the Contractor and its demanding satisfactory compliance with the Contract.
- D. If the Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, the City may exclude Contractor from the premises and take possession of all materials and equipment, and complete the work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor shall pay to the City within five (5) days after the completion all costs in excess of the Contract price.
- E. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

5.07 TERMINATION OF CONTRACT - CONTRACTOR WITHOUT FAULT

- A. The City may terminate the Contract when conditions encountered during the work make it impossible or impractical to proceed, or when the City is prevented from proceeding with the Contract by force majeure, by law, or by official action of a public authority.
- B. When written notice by the Parks Superintendent to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Parks Superintendent.
- C. The Contractor shall be paid for work performed to the time of termination at the unit prices listed in the

Bid Schedule, or in the event no unit prices are listed, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the Contract as determined by the Parks Superintendent. In no event will the City be liable to the Contractor for Breach of Contract, extra work, or damages because of said termination of Contract.

- D. The Contract may be terminated by either City or Contractor upon thirty (30) calendar days' written notice to the other party.

ARTICLE 6 – CHANGES IN WORK

6.01 CHANGES INITIATED BY CITY

The City reserves the right to make such alterations, deviations, additions to or deletions from the RFP, including the right to increase or decrease the frequencies of any item of work, or to add or omit any item of work or area maintained, and to require such changes in the work as are determined by the Parks Superintendent to be necessary or advisable for proper completion or construction of the whole work contemplated.

In the event City desires to add additional sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule.

6.02 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, in response to conditions developing during the progress of the work, finds it impractical to comply strictly with the RFP and the Contract Documents and applies in writing for a modification, such change may be authorized by the Parks Superintendent if not detrimental to the work and if without additional cost to the City.

6.03 CHANGE ORDERS

A. Parks Superintendent's Adjustment of Contract Terms:

Changes made to the Contract will be set forth in a Change Order. If the work to be done or changes to be made causes an increase or decrease in the Contractor's cost of performance of the Contract, an equitable adjustment may be made as determined by the Parks Superintendent. The Change Order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a Change Order shall constitute full compensation for all work included therein or required thereby.

Adjustments exceeding the Change Order authority of the Parks Superintendent shall be made by written amendment to the Contract, and approved by City Council, if required.

Contractor shall proceed with the ordered work within five (5) calendar days, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the Change Order, it shall indicate its acceptance by signing the original copy and returning it to the Parks Superintendent within three (3) days. If the Contractor disagrees with the terms and conditions of such Change Order, it shall proceed with the ordered work and shall submit a written protest in accordance with "Section D, Protest Procedure."

B. Submittal of Contractor's Proposal of Changes:

Prior to issuing an executed Change Order, the Parks Superintendent may request that the Contractor submit a cost/credit proposal describing the proposed changes. The request shall include a description of the proposed changes. Within three (3) days after receiving the request the Contractor shall submit its proposal to the Parks Superintendent, including any claim for extension of time and any and all

compensation that may be requested as a result of performing the changes. If the Parks Superintendent decides not to issue a Change Order after requesting a proposal from the Contractor, the Contractor shall be notified of such decision in writing.

C. Issuance of Superintendent's Order:

The Parks Superintendent may, in writing, order the Contractor to proceed with the work prior to receipt of an executed Change Order. In such case, the Parks Superintendent will, as soon as practicable, issue an executed Change Order for the work, and the provisions of Section 6.03(D) "Protest Procedure" shall be fully applicable to such subsequently issued Change Order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved Change Order is received, and shall permit the Parks Superintendent to have access to such records. An approved and executed Change Order shall supersede any previously issued written order covering the same work.

D. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in a proposed Change Order which it has not executed, Contractor shall submit a written protest to the Parks Superintendent within five (5) calendar days after the receipt of the proposed Change Order. The protest shall state the points of disagreement, Contract references, quantities, and costs involved. The Parks Superintendent shall consider and investigate such protest within a reasonable time and his/her decision thereon shall be conclusive and binding against both parties to the Contract, except in the case of gross error. If a written protest is not submitted, adjustment of the Contract time and payment will be made as set forth in the executed Change Order and shall constitute full compensation for all work included therein or required thereby.
2. When the protest concerning a proposed Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Parks Superintendent to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning a proposed Change Order relates to the adjustment of contract time for the completion of the work, the time to be allowed thereof will be determined by the Parks Superintendent.

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

Payment will be made on a monthly basis at the price for each item listed on the Compensation Schedule or as Extra Work as provided herein. The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this process in order to be compensated for materials and/or services.

7.02 SCHEDULE OF PAYMENTS

Contractor shall present a monthly invoice for all work performed during the preceding month. The invoice shall indicate the amount of compensation to be paid by the City for all services rendered by the Contractor under the terms and conditions of the Contract. The City shall pay the Contractor within thirty (30) days of receiving the invoice, provided that all work performed during the preceding month has been completed, inspected and accepted by the City and the applicable schedules have been submitted by the Contractor.

7.03 EXTRAORDINARY REPAIRS

Contractor shall process a separate invoice requesting Extra-Work payment for approved extraordinary repairs. All invoices submitted by the Contractor shall be in duplicate.

7.04 WITHHOLDING AND DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

- a. Work required in the RFP which is defective, incomplete, or not performed. Failure to stock consumable products daily will result in an automatic deduction. An additional deduction will result if consumable products are not stocked within two (2) hours of notification.
- b. Claims filed, or reasonable evidence indicating probable filing of claims, for damages caused by the Contractor to private or public property.
- c. Expenses incurred by the City to perform work required in the RFP that the Contractor performed in a defective or incomplete manner. The Contractor shall be required to pay all excess costs for completing work that is incomplete, not performed or not satisfactorily performed to the City, even if the costs exceed the Contractor's proposed prices.
- d. Failure to participate in, fulfill, and/or respond to the scheduled maintenance inspections.
- e. Costs incurred by the City due to extra administration and/or inspection times.
- f. Failure to notify the City of damage or vandalism, costs for any remedial work in excess of the original cost for repairs may also be deducted and withheld from payments.
- g. Failure to submit required maintenance schedules and reports.
 - i. \$100 shall be deducted for each day that the schedules are not received by the City indicating work to be accomplished by the Contractor.
 - ii. \$100 shall be deducted from the Contractor's monthly invoice for each report that is not submitted by the Contractor identifying facility conditions during Contractor's inspections.
- h. Due to the nature of the work, an exact cost cannot be assigned to each task. Therefore,
 - iii. \$100 per day will be deducted for each deficiency that is not corrected by the Contractor.

7.05 CLAIMS AND PROTESTS-CONTRACT REQUIREMENTS

- A. Written Protest: If work demanded of the Contractor is considered by it to be outside the requirements of the Contract, or if it considers any decision of the Parks Superintendent to be unfair, Contractor shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Parks Superintendent within 48 hours. The written notice shall include the date and circumstances of the order or decision and Contractor's objections thereto. The Parks Superintendent will consider and investigate the protest and his/her decision shall be final and conclusive.

Note: Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Parks Superintendent.

- B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.05 A, or 30 days after completing the protested work, whichever is later, the Contractor shall submit to the Parks Superintendent its claim concerning the matter. The claim shall clearly set forth in detail, each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to

applicable provisions of this RFP, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish clarification and additional information and data as may be requested in writing by the Parks Superintendent, within the time specified in such request. In addition, Contractor shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Parks Superintendent access thereto or certified copies thereof as requested.

Any order or decisions of the Parks Superintendent regarding Contractor's protest shall be final and conclusive. If Contractor fails to submit or document a claim in the manner and within the required time period, such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

- E. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished, the Parks Superintendent will give the Contractor written notice of the Parks Superintendent's final determination regarding the claim.

7.06 EXTRA WORK

- A. Extra Work may include, but not be limited to, the following:
1. Extra cleaning to prepare a site for a special event;
 2. Extra cleaning following a special event; and,
 3. Extra cleaning following construction and/or maintenance activities.
- B. 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 from the City;
 2. Contractor shall submit a cost proposal, including time for completion, 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 Parks Superintendent 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; and,
 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.
- C. No work of any kind shall be considered as extra unless written authorization is issued by the City for said work before work commences.
- D. 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.

ARTICLE 8 - WORK STANDARDS

8.01 GENERAL

- A. The Contractor shall furnish all labor, materials, supplies and equipment needed to complete the work required under the terms of the Contract Documents, except those materials specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence of compliance with this RFP of such materials, supplies or equipment to be furnished and used in the work as the Parks Superintendent may require. Materials or supplies incorporated in the work and not specifically covered in this RFP shall be the best of their kind.
- C. The Contractor shall schedule its operations so as not to interfere with the public's use of the Maintained Areas. Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

8.02 WORKING TITLES

Working titles having a masculine gender such as "workman" and "foreman" and the pronoun "he", are utilized in this RFP for the sake of brevity, and are intended to refer to persons of either sex.

8.03 PROJECT MANAGER

- A. Contractor shall be required to assign a Project Manager capable of communicating in English, both orally and in writing. This individual will be the contact person for this project, and must be available to respond to inquiries, walk-throughs and inspections, as required. Project Manager shall be on site for a minimum of three (3) hours per week.
- B. 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 two (2) 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.

8.04 MAINTENANCE INSPECTIONS

- A. Contractor shall perform a weekly maintenance inspection of all the Maintained Areas.
- B. The Project Manager shall meet on site with an authorized representative of the City on a weekly basis for a day-time 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, deductions set forth in Section 7.04 may be imposed. Alternatively, 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. 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 or supplies furnished and work done under the Contract will be subject to **rigid inspection**. Work or materials that do 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 Parks Superintendent due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Parks Superintendent.

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

8.05 MAINTENANCE DEFICIENCIES – CORRECTION TIMELINES

Reasonable time frames for correcting deficiencies / Punch List items are as follows:

1. Emergency service notification or attempted notification must be responded to within one (1) hour. No further notification will be given.
2. All areas missed and not maintained shall be required to be addressed within two (2) working days of notification. If the Contractor is not able to respond within the specified timeframe, the City may either hire another contractor or accomplish the work using City forces. All costs incurred by the City shall be deducted from the Contractor's monthly invoice.
3. All other issues will receive written notification ("Punch List") giving five (5) working days for completion. If the deficiency is not corrected within the required five-day period, any item which has not been corrected may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

8.06 INSPECTION/ADMINISTRATION COST LIMITATION

The inspection and administration costs indicated in this Article shall require a maximum of eight (8) hours per week of City staff time. The cost of all time in excess of the 8-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 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 janitorial 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.

8.07 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:

<u>Staffing</u>	<u>Charge per Hour</u>
Parks Superintendent	\$120.00
Senior Administrative Analyst	\$90.00
Inspector	\$75.00

8.08 EXTRAORDINARY REPAIRS

Extraordinary incidents such as vandalism, acts of God, and third party negligence which has or will affect any Maintained Area and is within the scope of Contractor's responsibilities, shall be documented by Contractor by a phone call, photographs, and/or written statement, and given to the City within eight (8) hours of discovery or detection. Contractor is responsible for reporting or documenting graffiti.

The City may, at its discretion, direct the Contractor to perform necessary extraordinary repairs and/or replacements in accordance with the following:

Contractor shall submit a written estimate for the cost of performing such work to the City. The City may, upon review and approval of such estimate, authorize Contractor to perform said work by the issuance of a Change Order. Upon completion of the work, Contractor shall submit a bill to the City and the City shall reimburse Contractor, but only up to the amount of the agreed upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at Contractor's direct cost.

Notwithstanding the above, when a condition exists where there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the City.

8.09 QUALITY AND WORKMANSHIP

- A. All materials and/or supplies must be of the specified quality and equal to approved samples and brand, if samples have been required.
- B. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from this RFP, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Parks Superintendent may, by appropriate instructions, correct errors and/or omissions, which shall be binding upon the Contractor as though contained in the original RFP.
- C. All work performed under this RFP will be inspected by the Parks Superintendent, and/or his/her designee.
- D. All work performed within the rights of way of the City, County, or State shall meet the requirements of the agency having jurisdiction.
- E. All materials or supplies furnished and all work done must be satisfactory to the Parks Superintendent. Work, material, supplies or equipment not meeting the requirements of this RFP shall be made to conform thereto. Unsatisfactory materials, supplies and/or equipment will be rejected, and if so ordered by the Parks Superintendent, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

8.10 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the materials or supplies agreed to be furnished under the Contract. Should Contractor, its agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Parks Superintendent. In the event that the Parks Superintendent elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may be required by the Contract to be supplied and used, Contractor shall at its expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose stated, the Parks Superintendent shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from Contractor and its surety, notwithstanding final payment under the Contract may have been made.

ARTICLE 9 - SAFETY

9.01 GENERAL

- A. 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, NPDES rules, regulations and "Best Management Practices", 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 Maintained 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.
- B. It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintained 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 Maintained Areas, including a complete written report thereof to the City within three (3) calendar days of the injury or death.
- C. 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 Senate Bill 198.

9.02 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 Maintained 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.

9.03 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 Parks Superintendent 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 the Parks Superintendent 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.

9.04 DIFFERING SITE CONDITIONS

- A. Before such conditions are disturbed, the Contractor shall promptly notify the Parks Superintendent in writing of:
 - 1. 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.
 - 2. 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.
- B. The Parks Superintendent 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 Parks Superintendent.
- C. In the event of disagreement between the Contractor and the Parks Superintendent 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.

ARTICLE 10 – INDEMNITY AND INSURANCE

10.01 INDEMNITY

Contractor shall be required to indemnify the City in accordance with the indemnification provision contained in the Sample Agreement, attached as Exhibit "C". Said indemnification provision is non-negotiable, and any Proposal submitted which takes exception thereto will be rejected as non-responsive.

10.02 LIABILITY INSURANCE

- A. Insurance Requirements.
 - 1. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the

Contract, such commercial general liability 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 the Contract, 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.

2. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Parks, Recreation and Community Services Department verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
3. Provide Additional Insured Endorsement. Prior to the City's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the Parks, Recreation and Community Services Department. Contractor must use the attached Additional Insured Endorsement form provided by the City (Exhibit "C"), or one that is substantially similar to and approved by the City Attorney [i.e. ISO CG 2010 (11/85)].
4. Commercial Crime/Fidelity Insurance. Prior to City's execution of the Agreement, Contractor shall secure and shall thereafter maintain without lapse of coverage until completion of the Contract, commercial crime/fidelity insurance.

B. Proper Insurance Company.

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 VII or larger.

C. Coverage.

Coverage shall be at least as broad as the following:

1. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
 - a. Manufacturers and Contractors liability,
 - b. Broad form property damage in any case where the Contractor has any property belonging to the City in the Contractor's care, custody, or control,
 - c. Owners and Contractors' protective liability,
 - d. Blanket contractual liability,
 - e. Products and completed operations coverage, and
 - f. Coverage for collapse, explosion, and excavation.
2. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
 - a. Coverage for owned, non-owned, and hired automobiles.

D. Limits. The Contractor shall maintain limits no less than the following:

1. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage, unless otherwise authorized by the City's Risk Manager, or his designee.

If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident, unless otherwise authorized by the City's Risk Manager, or his designee.
3. Commercial Crime/Fidelity Insurance. Commercial crime/fidelity insurance in an amount not less than one hundred thousand dollars (\$100,000).
4. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.

E. Required Provisions.

1. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
2. 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 Contract.
3. 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.
4. The policy shall include the following provision:

"Solely as respects WORK done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers, employees and agents are added as additional insured under this policy."
5. If policies are written on a claim 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.

F. Expiration, Cancellation or Material Change.

The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

G. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the City of Riverside. The City reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

10.03 WORKERS' COMPENSATION / EMPLOYER'S LIABILITY INSURANCE

The Contractor and all subcontractors shall insure (or be self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

A. Insurance Requirements.

1. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract such workers' compensation and/or employer's liability insurance.
2. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance, or self-insurance, to the Parks, Recreation and Community Services Department verifying that Workers' Compensation insurance is in effect in the required limits with the required provisions as stated below, or that Contractor is self-insured for such coverage.

If Contractor has no employees, a certified statement to that effect shall be submitted to the Parks, Recreation and Community Services Department, acknowledging that if Contractor does employ any person a certificate of insurance shall be submitted as provided in this section.

3. Workers' Compensation Certification. Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification, contained in the Contract Documents, with the City Attorney.

B. Proper Insurance Company.

All worker's compensation/employer's liability insurance shall be issued by an insurance company or 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 VII or larger.

C. Limits.

Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

D. Required Provisions.

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 Contract.

E. Expiration, Cancellation or Material Change.

The policy shall not be canceled unless ten (10) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

10.04 CONTRACTOR'S FAILURE TO OBTAIN, PAY FOR, OR MAINTAIN INSURANCE

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend the Contract.

CONTRACTOR SHALL FURNISH THE REQUIRED CERTIFICATE(S) OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT(S) BEFORE THE CITY EXECUTES THE CONTRACT.

City's decision as to the acceptability of all insurance documents is final. No substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of the City.

ARTICLE 11 - LABOR PROVISIONS

11.01 GENERAL

A. Character of Workers.

The Contractor shall not allow its agents or employees, subcontractors, or any agent or employee thereof, to trespass on private property or land in the vicinity of the work. Only skilled foremen and workers shall be employed on work requiring special qualifications, and when required by the Parks Superintendent, the Contractor shall remove any person who commits trespass, or in the opinion of the Parks Superintendent, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the worksite shall be removed. Such removal shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

11.02 COMPLIANCE WITH FEDERAL AND STATE LABOR PROVISIONS

Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions, including but not limited to the payment of California minimum wage.

If applicable, Contractor shall comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, applicable to the payment of prevailing wages for those classifications designated by the Department of Industrial Relations.

PART 3

TECHNICAL SPECIFICATIONS

ARTICLE 1 – SCOPE OF WORK

1.01 GENERAL

The work to be done consists of the complete and thorough janitorial maintenance of the City's park facilities including community centers, gymnasiums, kitchens, restrooms, offices, and classrooms. All facilities are to be cleaned when the building is unoccupied, between the hours of 10:00 p.m. and 6:00 a.m.

Consideration shall be given to recreational programming and janitorial activities shall not interfere with programs. At no time is the janitorial crew to commence work in any area of a building while programs are in progress.

Said janitorial maintenance shall include but not be limited to: carpet and upholstery spot cleaning; cleaning and polishing drinking fountains and other metal surfaces; window washing; litter and debris removal; restocking soap in restrooms and kitchens; restocking paper products; clean, sweep, dry mop, wet mop, strip, wax, sanitize, scrub, and vacuum floors; clean, scrub and maintain cleanliness of walls; clean HVAC ceiling vents; clean ceiling fans; complete high-dusting of ledges, window sills, and other such building improvements; remove cobwebs; clean window sills, light fixtures, plumbing fixtures and window coverings; graffiti removal; and other janitorial services required to maintain the facilities listed in the RFP.

At no time shall cleaning solutions or dirty water be discarded in landscape or hardscape areas, or left standing in buckets, sinks, or drains; cleaning solutions and dirty water are to be legally disposed of.

All work described in the technical specifications shall be performed in accordance with the Minimum Frequency Schedule.

1.02 CLEANING PRODUCTS, PAPER GOODS AND SUPPLIES

A complete list of approved cleaning products and other miscellaneous supplies is attached hereto as Exhibit "D". No substitutions shall be made without the written approval of the Parks Superintendent. Contractor shall be required to submit a list of all cleaning and paper products prior to the start of work, and as requested thereafter.

Toilet tissue, paper towels, seat covers, sanitary supplies, hand soap, and deodorizers shall be restocked daily unless otherwise specified in the Minimum Frequency Schedule.

All supplies, equipment, paper products, soap, etc., are to be provided by the Contractor.

1.03 PAINTED / HARD SURFACES AND FIXTURES

The Contractor shall thoroughly wipe down all interior painted surfaces. Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger marks, ink and pencil marks, and other dirty areas. Cleared counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area.

Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc., shall be cleaned and dusted. All increased cleaning schedules for specialty areas are included in the Minimum Frequency Schedules.

All stainless steel surfaces shall be cleaned and polished. All basins, counter tops, fixtures, toilet bowls, and

urinals shall be cleaned with a germicidal detergent solution. All dispensers shall be cleaned, disinfected and refilled.

Basketball backboards shall be cleaned of fingerprints.

1.04 FLOORS

Restroom floors shall be thoroughly cleaned with a germicidal detergent solution. Floors shall be waxed and polished to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures, on coved tile base and on baseboards.

Carpeted areas and rugs shall be thoroughly vacuumed daily and all staples, paperclips, etc., shall be removed from the floor. Carpet stains shall be spot cleaned at the time of detection. Carpets shall be cleaned quarterly to maintain a clean appearance, using hot water extraction or other approved method. Doormats and chair mats shall be cleaned concurrently with vacuuming. Carpet cleaning methods shall be consistent with carpet manufacturer's recommendations or as otherwise approved by the Parks Superintendent.

Hard surface floors shall be swept and/or dust mopped using dust control sweeping mops. Special attention shall be paid during floor cleaning and waxing to prevent wax from becoming built up on coved tile base and on baseboards. All hard surface floors shall be scrubbed and waxed as needed to maintain a high luster finish as requested by the City. Contractor shall clean and spray buff all hard surface floors weekly. All baseboards and molding strips shall be cleaned as needed to remove stains, spots and dust. Hard surface floors shall be spray buffed weekly, scrubbed and waxed three (3) times annually, and stripped and waxed once annually.

Specialty floors (wood, laminate, Mondo, vinyl, Marmoleum, rubber, epoxy, etc.) shall be maintained in accordance with the manufacturer's recommendations attached hereto as Exhibit "I". Concrete floors shall be maintained in a manner consistent with composite flooring material.

Gymnasium floors shall be cleaned with an appropriate cleaner and specially treated dust mops. Remove trash, debris and spillages in areas around and under bleachers. Dry mop/sweep gymnasium floors, including door thresholds/plates daily.

Heel marks shall be removed from all floors upon detection.

All dirt and debris accumulated through floor cleaning shall be picked up and disposed of in trash receptacles. Dirt and debris shall not be disposed of and/or swept outside the doors of the community centers or gymnasiums. Mop water shall be disposed of in utility sinks or toilets.

1.05 KITCHENS

Kitchen floors shall be thoroughly cleaned daily with a germicidal detergent solution. Floors shall be waxed and polished as requested by the City to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures, on coved tile base and on baseboards. Exterior surfaces of all appliances, including stove, refrigerator and microwave shall be cleaned daily. Inside of all stoves and ovens shall be thoroughly cleaned monthly. Sinks shall be thoroughly cleaned using a detergent.

Kitchen hoods in full-service kitchens shall be deep-cleaned quarterly. This work includes taking down the baffles and soaking/cleaning them, but excludes cleaning inside the hoods. Sites with commercial kitchen hoods are Dales Senior Center, La Sierra Senior Center, Orange Terrace Community Center, Springbrook Clubhouse, and Villegas Community Center.

1.06 RESTROOMS

The Contractor shall clean basins, fixtures, countertops, partitions, toilet bowls and urinals with a germicidal detergent solution daily. All restroom dispensers shall be disinfected and refilled daily. All paper and soap supplies shall be restocked daily, including toilet tissue, anti-bacterial hand soap, seat covers, feminine hygiene receptacle liners, and deodorizers. Toilet tissue shall be removed and replaced when more than 2/3 of the roll is gone.

The Contractor shall wash and polish mirrors, powder shelves, bright work, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions. Both sides of toilet seats shall be washed daily with a germicidal solution. The Contractor shall report any leaks or plugged drains to the Inspector. Toilet seats shall be returned to the seated/down position following cleaning to prevent continuous flushing.

Spit wads and other debris on ceilings and walls shall be removed daily. Walls and ceiling shall be cleaned as needed to maintain a clean surface.

Contractor shall replace all deodorant aerosol cans and batteries for deodorant dispensers as needed.

1.07 JANITOR CLOSETS/UTILITY SINKS

The janitor's closet shall be kept neat, clean and orderly at all times. Utility sinks shall be cleaned as needed to maintain a shiny appearance and drain freely. Every instance of damage and/or inoperable utility sinks shall be reported to the Inspector.

Cleaning products stored in closets shall be stored in the original containers, with proper labeling. All equipment and supplies stored on-site shall be clearly labeled as property of the janitorial contractor.

1.08 DOORS, SWITCH PLATES AND DRINKING FOUNTAINS

All doors, door frames, kick plates, door hardware, switch plates, and drinking fountains shall be cleaned on a daily basis to remove any spillage, smudge marks, and ink and pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

Drinking fountains shall be kept clean at all times. Every instance of damage and/or inoperable drinking fountains shall be reported to the Inspector.

1.09 TRASH RECEPTACLES

The Contractor shall empty all trash receptacles and replace liners daily. All trash shall be disposed of in trash dumpsters available on site, or hauled off site. All trashcan liners shall be replaced at Contractor's expense and must be appropriately sized for the trash receptacles. Trashcans shall be wiped down to remove spills, smudges or ink/pencil marks as needed. Trashcans shall be steam-cleaned at least monthly. Trash bags shall not be dragged across floor areas.

1.10 WINDOWS, MIRRORS, GLASS DOORS AND PARTITIONS

The Contractor shall clean interior and exterior windows. Finger marks, smudges, and spills shall be cleaned from all glass surfaces and mirrors at the time of detection and left streak-free. Cleaners shall be non-abrasive and special care shall be taken so that glass treatment (tinting) is not scratched, damaged or removed.

1.11 DUSTING

The Contractor shall dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, telephones, bookcases and other office equipment using specially treated dust cloths or feather dusters, with the exception of desks and tables covered with papers and other work materials. Desk or cabinet tops will be thoroughly cleaned when left cleared. Dusting of tops of doorframes, door closers, partitions, air vents, overhead shelves, special molding, and inside of florescent light coverings shall be performed twice monthly. All blinds shall be cleaned (dusted and washed) twice monthly. Vending machines shall be dusted on a weekly basis.

1.12 HIGH DUSTING

The contractor shall dust A/C vents, ducting, cross-members, ledges, I-beams and other hard surfaces in a building's ceiling system above 25 feet. Dust and debris shall be removed with a commercial HEPA filter vacuum cleaner system. Any high dusting work shall be accomplished by use of approved lift-type device with proper fall protection equipment (which shall be provided by the contractor) and the work shall be in compliance with OSHA requirements. Additional cleaning using appropriate cleaning products may be necessary after proper vacuuming is done. All work is to be done during "off peak" hours so there is no disruption to community center programming.

1.13 OFFICE FURNITURE, DESKS AND FILE CABINETS

Furniture surfaces shall be cleaned and waxed to remove smudges and/or marks on an as needed basis.

Staff areas shall be cleaned as needed. **Contractor is not to disturb any computers, papers, folders, etc., on desks.** Desks are to be thoroughly cleaned when all items are removed from desk surfaces.

All upholstered furniture shall be vacuumed twice monthly, or more often if necessary, to maintain the fabrics in a dirt-free and spot-free condition, including fabric-covered cubical partition walls. All spots on upholstery shall be removed at the time of detection.

Spots, stains and smudges shall be removed from upholstered and fabric covered walls and partitions upon detection.

Contractor shall evaluate the fabric and dyes on upholstery to determine the most appropriate cleaning method, and recommend cleaning by hot water extraction, or by hand. The fabric shall be thoroughly vacuumed prior to cleaning. A professional grade hot water extraction unit or steam cleaner shall be used. Contractor shall pay special attention not to over-wet upholstery, and ensure that it is cleaned as quickly as possible to allow fabric to dry in a timely manner.

1.14 BANQUET ROOMS

Consideration shall be given to facilities rentals and activities in banquet rooms. Janitorial activities shall not interfere with rentals or activities. At no time is the janitorial crew to commence work in any area of a building while rentals or programs are in progress.

If rooms are setup for rentals when the janitorial crew arrives at the site, tabletops are to be wiped down unless tablecloths are in place. Chairs are not to be moved for mopping when set up for a banquet-type event.

1.15 BOXING RINGS

Contractor shall scrub down all boxing ring posts and ropes with hot water using an anti-bacterial soap mixture and wiped down with a disinfectant spray to ensure there are no traces of germs or bacteria remaining. Air-

dry the boxing ring equipment. Contractor shall vacuum the stretched canvas flooring on the platform of the ring weekly.

EXHIBITS

EXHIBIT "A"

MINIMUM FREQUENCY SCHEDULES

MAINTENANCE DAYS

Monday through Sunday, including holidays, from 10:00 p.m. to 6:00 a.m. Consideration shall be given to facility rentals and recreational programming. Janitorial maintenance shall not interfere with programs or rentals. At no time is the janitorial crew to commence work in any area of a building while rentals or programs are in progress.

Minimum Frequency Schedules Inserted After this Page

RFP 1653 - Minimum Frequency Schedule

[illegible]

RFP 1653 - Minimum Frequency Schedule

[illegible]

RFP 1653 - Minimum Frequency Schedule

[illegible]

EXHIBIT "B" CITY-APPROVED CLEANING PRODUCT AND SUPPLY LIST

Contractor may substitute comparable products only with written approval of the Parks Superintendent.

CLEANING PRODUCTS	
PRODUCT NAME/NUMBER	APPROVED USE
Waxle Products:	
Spring Clean (170284)	Walls, floors, tables counter tops, doors, trash cans
Fast Act All Purpose Cleaner (320014)	Floors, walls, finished wood, porcelain, metal
Metal Magic Foam Cleaner (750420)	Drinking fountains, stainless steel fixtures
Metal Brite Stainless Steel Cleaner (750321)	Stainless steel polish
Multi-Scrub Low Foam Cleaner (410014)	General use
Limelite Disinfectant (870114)	Sinks, showers – lime and chemical deposits
Gum Away (070451)	Gum removal
Quat – 128 (170302)	Body fluids such as blood and vomit
DBBC Disinfectant and Bathroom Cleaner (030090)	Toilets, tile, grout, porcelain
Liquid Pumice (1030431)	Toilets, urinals
Orange Plus Liquid Enzyme (161990)	Restrooms, carpet stains
Kleen White Bowl Cleaner (030191)	Toilets
Bathbrite Restroom Cleaner (870061)	Restrooms
Sprasta Hocus Pocus Spotter (070700)	Spot cleaner - carpet, fabric, upholstery,
Mean Green Degreaser (410074)	General use – degreaser
Sparkle Glass and Surface Cleaner (950144)	Glass or glazed surfaces
W-300 (930522)	Floor undercoat and sealer
W-400 (320812)	Floor stripper
Phase Out Iron Stone Acrylic Seal (931702)	Seal floors
Innovation Floor Finish (930102)	Floor finish
Amplify Solids Floor Finish (931062)	Tile applications (requires 3 coats)
Balance pH Neutral Cleaner (320022)	Daily wet mopping
Dust Mop Treatment (180414)	Dust mop floors
Hi Solids Floor Restorer (930194)	Floors
Rite Away II Aerosol (410233)	Graffiti remover
Non-Waxle Approved Products:	
Pumie Scouring Stick	Toilets, urinals
Butchers Depth Charge Bowl Cleaner	Toilets – Heavy duty cleaner
DMQ Disinfectant	Floors, athletic mats, partitions, sinks, dispensers, countertops, ceramic tile
Butcher's Clear Reflection Ultra High Speed Finish	Floor waxing
Butcher's Phase Out Huntolene Dust Mop Treatment	Gym floors, wood floors, resilient floors
EcoLab Full Court Wood Floor Cleaner	Wood floors
Core Unbelievable Pro Stain and Odor Remover	Spot cleaner – carpet, fabric, upholstery
Butchers First Defense	Carpet soil and stain repellent
Ajax Soft Cleanser	Walls, floors, porcelain, showers, fiberglass, stainless steel
Murphy Oil Soap	Woodwork, cabinets, painted surfaces, wood floors
Old English Furniture Polish	Furniture polish
Bona Stone, Tile and Laminate Floor Cleaner	Laminate floors
Miscellaneous Supplies:	
Waxed Paper Liners for Wall Unit (820715)	Disposal receptacles – feminine products
Flat Scented Urinal Screen (160111)	Urinal screens
The Wave Urinal Deodorizer, Mango (160258)	Urinal screens
Mango Dry Air Deodorizer (164011)	Deodorant spray
Berry Patch Dry Air Deodorizer (164031)	Deodorant spray
Spice Aerosol (160551)	Deodorant spray
Lan-o-tone pink, lotion soap (380254)	Hand soap
Clean & Soft, White 2-Ply Bath Tissue (851106)	Toilet paper
Supersoft 2-Ply Bath Tissue (37541)	Toilet paper
Waxie Seat Covers (851530)	Toilet seat covers
Envision White, Multi-fold Towels (850008)	Paper towels
Clean & Soft, White Universal Roll Towels (850636)	Paper towels

EXHIBIT "C"

SAMPLE AGREEMENT

AGREEMENT FOR ANNUAL JANITORIAL MAINTENANCE SERVICES

(Project Name)

CONTRACTOR'S NAME

On this _____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and _____ ("Contractor"), (business entity, e.g. a California corporation), mutually agree as follows:

1. Contractor shall Custodial Services ("the Services") in accordance in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Parks, Recreation and Community Services Department Request for Proposals No. _____ for _____ ("RFP"), Addenda, Contractor's Proposal dated _____, and performance and payment bonds; 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. The term of the Agreement shall be from _____, through _____, unless earlier terminated as provided herein. The term may be extended by mutual consent of the parties for additional _____ periods not to exceed a total of _____ additional years. 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. City shall pay Contractor for the performance of the Services during the initial term of this Agreement, a Contract Price not to exceed _____ Dollars (\$_____). 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. 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. 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.

6. Prior to City's execution of this Agreement, Contractor shall furnish City with two (2) completed surety bonds (on bond forms provided by City), one as security for the faithful performance of this Agreement and one as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of one hundred per cent (100%) of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within ten (10) days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied.

7. 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 comply with Labor Code section 1861 by signing and filing the workers' compensation certification with the City Attorney.

Prior to the City's execution of this agreement, Contractor shall file with the 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 insurance 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 of VII or larger.

8. Except as to the sole negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the 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 of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the 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.

9. 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.

10. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, such commercial general 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 or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

All liability insurance shall be issued by insurance 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 VII or larger.

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

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 8 hereof.

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

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

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.

11. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and

subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

13. 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	Name
Parks, Recreation and Community	Attn: Services Dept.
6927 Magnolia Ave, 2nd Floor	Address
Riverside, CA 92506	City, State, ZIP

14. 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 attorneys' fees, to be set by the court in such action.

15. 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 such 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 otherwise agreed in writing.

16. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State and local laws and ordinances and all lawful orders, rules and regulations.

17. 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

19. 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.

20. 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

NAME OF CONTRACTOR,
[business entity]

By: _____
City Manager

By: _____

[Printed Name and Title]

Attest: _____
City Clerk

By: _____

[Printed Name and Title]

Certified as to funds availability:

By: _____
Finance Director

(Required if contract amount is over \$50,000)

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.

Dated: _____

[CONTRACTOR'S NAME]

By: _____

[Printed Name and Title]

EXHIBIT "D"

ADDITIONAL INSURED ENDORSEMENT

**GENERAL AND/OR AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

CITY OF RIVERSIDE

Named Insured and Address:

Contractor's Name:
Contractor's Address:

General description of agreement(s) and/or activity(s) insured:

Project Name:

Notwithstanding any inconsistent statement in the policy to which this endorsement pertains or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Riverside and its officers and employees are additional insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the additional insured.

3. The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

4. The policy shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Risk Manager of the City of Riverside by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

Risk Manager
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

ISSUE ENDORSEMENT TO:

City of Riverside
C/O City Attorney
City Hall, 3900 Main Street
Riverside, California 92522

Endorsement No.	Effective Date:	Policy No.:
-----------------	-----------------	-------------

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy.

TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD:
FROM: _____ TO: _____

LIMITS OF LIABILITY:

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient.) Scheduled items or locations are to be identified on an attached sheet.

(Continued on Page 2)

**GENERAL AND/OR AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT
CITY OF RIVERSIDE**

Page 2

INCLUDES:

- | | |
|---|---|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability |
| <input type="checkbox"/> Personal Injury | (Primary) \$ |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Non-owned Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Hired Automobiles |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

EXCLUDES: _____

DEDUCTIBLE: A deductible or self-insured retention (strike out one) of \$ _____ applies to
_____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

Insurance Company

Address

I, _____ (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No Facsimile Signature or Initialed Signature)

Accepted)

Executed at _____, _____ on _____, 20__.

Phone No.: (____) _____.

EXHIBIT "E"

CONTRACTOR CUSTOMER SERVICE STANDARDS

**CITY OF RIVERSIDE
CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"
The City of Riverside will provide high quality
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Contractor shall return signed copy of this form to the Purchasing Services Manager after award of Contract.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

**CITY OF RIVERSIDE
CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

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8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Contractor shall return signed copy of this form to the Purchasing Services Manager after award of Contract.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

EXHIBIT "F"
CONTRACTOR'S QUALIFICATIONS STATEMENT

(Use additional sheets of paper as needed to thoroughly answer all questions)

CONTRACTOR NAME: _____

1. ORGANIZATION

1.1 For how many years has your organization been in business as a Contractor?

1.2 For how many years has your organization been in business under its present name?

1.2.1 Under what other names has your organization operated?

1.3 If your organization is a corporation, complete the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process _____

1.4 If your organization is a partnership, complete the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, complete the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than as listed above, describe your organization's form and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

- 2.2 List any other certifications held by your organization, and the name under which they are held.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

- 3.2 List all janitorial service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

- 3.3 State average annual amount of janitorial services performed during the past five years:

Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____

- 3.4 List the janitorial service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

- 3.5 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? If Yes, give details.

- 3.6 Has your organization ever been assessed damages or penalties for failing to perform janitorial services in a satisfactory manner or for failing to complete a contract within the scope of work

specified in the Request for Proposal/Bid? If Yes, give details.

4. CLAIMS AND LAWSUITS

- 4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? If Yes, give details.

- 4.2 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? If Yes, give details.

- 4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a janitorial services contract? If Yes, give details.

- 4.4 Does your organization have any ongoing investigations by an agency regarding violations of the State Labor Code, California Business and Professional Code, or other laws? If Yes, give details.

- 4.5 Does your organization have any outstanding judgments, demands, or liens resulting from violations of the State Labor Code, California Business and Professional Code, or other laws? If Yes, give details.

- 4.6 Has your organization been cited for violations of OSHA Standards and Requirements within the past five (5) years? If Yes, give details.

Please note that all Proposers must have a minimum of five (5) years commercial and/or municipal janitorial service experience under its current business name, of similar scope and size.

EXHIBIT "G"

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME: _____

Each Proposer shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Proposer/Contractor in connection with the services to be provided pursuant to this RFP.

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total Contract Price.

2. The portion and estimated dollar amount of the work that will be done by each subcontractor.
3. If the Proposer/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Proposer agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City.
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved.

Please type or legibly print (attach additional sheets as necessary).

[illegible]

EXHIBIT "H"
COMPENSATION SCHEDULES