

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Valley Maintenance Corp.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove per RFP S-1284-A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from full execution of the agreement through June 30, 2022, with an option to extend said agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING FORMS, Attachments B and C. Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Forty Six Thousand Four Hundred Dollars (\$146,400.00), for the first year, of which \$131,400.00 will cover the work to be performed at the 19 locations in accordance with the PROPOSAL PRICING form Attachment B, and \$15,000.00 is to cover additional work/special events, payable in arrears and in accordance

with PROPOSAL PRICING form, Attachment C. All work shall be in accordance with RFP No. S-1284-A.

- 3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B". For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORMS, Attachments B and C. All work shall be in accordance with RFP. No. S-1284-A.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Valley Maintenance Corp.
Bruce Hwang, Vice President
11759 Telegraph Road
Santa Fe Springs, CA 90670
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
Valley Maintenance Corp.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT “A”
RFP No. S-1284-A
Scope of Work

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove. Some of the parks have more than one restroom building. The City is looking to enter into a one year contract with four one year options for a total of 5 years. One year extensions will be at the sole option of the City.

1. All park restrooms will be cleaned daily, including holidays **prior to 9:00am**. Crews must start at 5:00 a.m. – 1:00 p.m.; six person team clean restroom first.
2. Daily scrub and clean the water closets, urinals, sinks, doors, partitions, mirrors, walls, floors, drinking fountains, and dispensers. The sinks at Garden Grove Park Picnic Pavilion shall be cleaned on a daily basis. Fixtures shall be free of stains and mineral deposits; graffiti; top and bottom of toilet seats, toilet bases and behind fixtures shall be clean; floors shall not have standing water and shall be dry-mopped or swept after washing to remove standing water.
3. The City shall supply water, disinfectant, and detergent used for cleaning. Walls and ceilings will be kept clean, free of cobwebs, dirt, graffiti, tape, and “spit-balls.” Ace RX-44 with a 2 ounce per gallon rate will be used. Urinal screens will be provided by the City.
4. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at the Garden Grove Park storage facility. The City will supply all paper products and trash bags.
5. The Contractor shall provide all equipment and supplies (mops, hoses, and brushes, gloves, etc.) as required to maintain the restroom in a clean and orderly manner. Contractor to provide a ¾ ton utility truck with trailer to haul all trash and cleaning supplies to locations. *The City requires an equipment/vehicle inspection to ensure that the proposed equipment/vehicles meet the City’s requirements to perform the work prior to award of a contract. Please include color photos of the proposed equipment/vehicles in your proposal along with the specifications such as vehicle year, make and model.*
6. Plugged toilets and sinks shall be cleared by the Contractor, if diligent effort with a plunger, closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Building Maintenance Supervisor or designated representative. It shall be the responsibility of the City to correct the problem. Graffiti that cannot be removed shall be reported to the Facilities Division the next working day, if on a weekend. Otherwise, all graffiti is to be immediately reported if it cannot be safely removed.
7. Offensive odors shall be eliminated immediately upon detection, to include restrooms, trash cans, and any other area designated by Supervisor/Foreman.

8. The Contractor shall report any type of vandalism to the Parks Supervisor or designated representative.
9. All trash containers will also be emptied and inspected daily. Trash containers that are half full of debris or containing foul odors will be emptied at that time. Additional trash containers will be added during peak times or as needed. All barbecues shall be emptied of ashes daily (Garden Grove, West Grove, and Eastgate Parks). Surface trash on landscaped areas and hardscapes, along perimeter curb and gutters, in park planters, playgrounds, adjacent parking lots, landscaped medians, access walkthroughs, baseball fields and their dugouts will be removed daily. Trash includes but is not limited to the following: paper, glass bottles, cans, broken tree limbs and palm fronds, pine cones, cigarette butts, and small paper debris. Any broken glass in any play area will be raked, swept, and removed immediately. This also includes sand pits, curb areas, and adjacent parking lots.
10. Trash is to be picked up throughout all park locations. This includes hard-scape, planters, turf, parking lots connected with the site and playground and exercise areas.
11. Restroom Hours- Restrooms will be open and closed by the Contractor daily on the following schedule:

6:00 - 9:00 am open & 5:30 – 8:30 pm closed. **All City Sport and Park Restrooms will be cleaned and open no later than 9:00am and closing will start at dusk, depending on the season and park location.**
12. City may request additional work after hours for special events at city parks, and rentals at park locations that are temporarily closed during the contract period. This additional work will be requested as needed, and compensated separately. The amount paid will be based on the hourly rate listed in the Scope of Work Attachment C, Section 5.
13. Any homeless encampments, stored personal belongings, or other identified items shall be noted and a description will be communicated to the Parks Division Supervisor/Foreman or any other division representative.

The City of Garden Grove Holidays are as follows:

January 1 (New Year's Day)
 January 18 (Martin Luther King Day)
 Third Monday in February (Presidents Day)
 Last Monday in May (Memorial Day)
 July 4 (Independence Day)
 First Monday in September (Labor Day)
 Second Monday in November (Veterans Day)
 Fourth Thursday in November (Thanksgiving Day)
 Friday after Thanksgiving
 December 24 (Christmas Eve)
 December 25 (Christmas Day)

NOTE: The City is also closed from Christmas Day until after the New Year's Day holiday. Days vary by the year and the Contractor will be notified annually of the days that the City is closed during this period.

License Requirements

The successful proposer shall obtain a City of Garden Grove Business License upon being awarded the contract. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

Emergency Numbers

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City of Garden Grove with a list of local emergency telephone numbers where he/she can be contacted after normal working hours, weekends and holidays. This cannot be an answering service. Emergency calls shall be considered part of the park restroom maintenance and shall not be considered extra work. ***Response time to any site shall not exceed 60 minutes.***

Contractor Requirements

The Contractor is required to have at least 5 years of experience performing work of a similar nature in order to submit a proposal. Contractor must also provide at least five (5) references of clients or government agency clients that you have provided the same type of services for within the last three years, including contract dates, agency name, address, contact person's name, contact person's phone number and email address. Please make sure that the information provided for your references is current and accurate. References will not be considered if required information is missing or inaccurate. Please Do Not use the City of Garden Grove as a reference.

Park Location Visits (prior to submitting a proposal)

Before submitting a proposal, it will be the responsibility of the contractor to visit each location, park restroom facility, play area or landscaped site, to determine the work to be done, as the mandatory site visit will not include all locations. A map has been included in Appendix C of this document which provides the addresses for all 19 locations included in this Request for Proposal.