

City of Beverly Hills



REQUEST FOR PROPOSAL #15-39

FOR

PRESSURE WASHING SERVICES

Issue Date: July 20, 2015

Open Location:

Office of the City Clerk
455 North Rexford Drive, Room 290
Beverly Hills, CA

Open Date and Time:

Proposals must be received at the Office of the City Clerk by no later than 2:00 P.M. (14:00 hrs.)
Pacific Time on Thursday, August 13, 2015

Contact Person:

Mario Inga
Parking Services Manager
Public Works Services
Phone 310.285.2479
Email: minga@beverlyhills.org

Table of Contents

SECTION 1.0 INSTRUCTIONS TO PROPONENTS	4
1.1 Introduction	4
1.2 Mandatory Site Meeting	4
1.3 Terms and Definitions	4
1.4 Proposal Open Date/Time/Location	4-5
1.5 Inquiries and Clarifications.....	5
1.6 Addenda	5-6
1.7 Changes to the RFP Document	6
1.8 Changes to the Proposal Wording and Content	6
1.9 Examination of Documents	6
1.10 Liability of Errors	6
1.11 Withdrawal of Proposals.....	6
1.12 Proponent’s Expenses.....	6
1.13 Irrevocability of Proposals	7
1.14 Conflict of Interest	7
1.15 Selection of Criteria.....	7
1.16 Conditions of Award.....	7
1.17 Term of Contract	7
1.18 Prevailing Wages	8
1.19 Insurance.....	8
1.20 Prices	8
1.21 Proposal Pricing.....	8
1.22 Negotiations.....	8
1.23 Dispute Resolution	8
1.24 Ownership of Proposals and Freedom of Information and Privacy Protection Act.....	8
SECTION 2.0 SPECIFICATIONS	9
2.1 Scope of Work	9
2.2 General.....	9
2.3 Extreme Care.....	9-10

2.4 Schedule	10
2.5 General Surfaces	10-11
2.6 Equipment, Materials, and Supplies	11
2.7 Contractor Responsibilities	11
2.8 Clean-up	11
2.9 Supplied By the City	11
SECTION 3.0 WASTEWATER COMPLIANCE.....	11
3.1 Drains	11
3.2 Water and wastewater	11
SECTION 4.0 GENERAL TERMS AND CONDITIONS	12
4.1 Insurance Requirements	12-13
SECTION 5.0 BID PROPOSAL	14
5.1 Bid	14-15
City of Beverly Hills Parking Structures and SM5 Lots Specifications	16
Pressure Washing Full Scale Cleaning Schedule	17
5.2 Non-Scheduled / On-Call Service Unit Costs	18
5.3 Escalation Clause.....	18
DRAFT AGREEMENT	19-28

SECTION 1.0 INSTRUCTION TO PROPONENTS

1.1 Introduction

The City of Beverly Hills (The City) is inviting Contractors to submit a Proposal for the provision of Pressure Washing Service for the City's Public Works Services Parking Operations Division. The City is considering an annual cleaning schedule consisting of one full scale cleaning that covers the entire parking facility. Additionally, the City may wish to execute a touch up cleaning that would be a scaled back version of the full scale service and an exterior cleaning. The project includes pressure washing and/or scrubbing and gum removal for 20 parking facilities totaling over 2,520,843 square feet of concrete space including stairwells and ceilings.

1.2 Mandatory Site Meeting

It is in the best interest of all Proponents to attend the site meeting. A mandatory site meeting will be held for the Contractors and their sub-contractors on Thursday, August 6, 2015 from 1:00 p.m. through 3:00 p.m. (local time). Contractors and their sub-contractors (if any) will meet in front of the Parking Office Conference Room (Level1), 450 N Crescent Drive. Please arrive on time as the site meeting will commence promptly at 1:00pm.

It is the Proponent's sole responsibility to inform itself of all aspects of the Work and the City shall not be liable for any claim at any time for reimbursements for any expenses by the Proponent as a result of any misunderstandings with regard to the nature and conditions of the Work.

1.3 Terms and Definitions

In this RFP, the following definitions apply"

"City" means the City of Beverly Hills.

"Contractor" means the successful Proponent to this Request for Proposal who enters into a contract with the City.

"Must" or **"Mandatory"** means a requirement that must be met in order for a Proposal to receive consideration.

"Proponent" means an individual, Contractor, firm or group that submits, or intends to submit a Proposal in response to the RFP.

"Proposal" means a Proponents' Proposal submission to the City in response to the RFP.

"RFP" means Request for Proposal.

"Services" or **"Work"** means all requirements of this RFP to complete the Pressure Washing Services to the satisfaction of the City.

1.4 Proposal Open Date/Time/Location

The RFP is posted on the City's website at 5:00pm (Pacific) on Monday, July 20, 2015. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, no later than **2:00 p.m. (PST) on Thursday, August 13, 2015**, via mail or in-person, at which time they will be opened.

Late proposals will not be accepted and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees outside of the City Clerk's Office. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

Respondents to the RFP must submit one original and (3) copies of their proposal in a sealed envelope. The package should be clearly marked as follows:

Bid No. 15-39
Proposal for Pressure Washing Services
Attention: Mario Inga, Parking Services Manager
C/O City of Beverly Hills, City Clerk Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Once opened, all proposals will become the property of the City. They will not be returned and are subject to California Public Records Act disclosure.

1.5 **Inquiries and Clarifications**

All inquiries and comments concerning the RFP must be directed to Mario Inga for response, and sent via e-mail to Mario Inga: minga@bevelryhills.org. To ensure timely response, please copy the secondary contact, Lucy Quiralte: lquiralte@beverlyhills.org. Any inquiry should state the question only, without additional information.

There will be a brief question and answer period from Monday, July 20, 2015 through Friday, July 31, 2015 at 5:00 p.m. (PDT). All inquiries must be received via e-mail during this period. It is in the Proponent's sole responsibility to inform itself of all aspects of the Work and the City shall not be liable for any claim at any time for reimbursements for any expenses by the Proponent as a result of any misunderstandings with regard to the nature and conditions of the Work. The City will only respond to substantive inquires. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax or in-person will not receive a response.

1.6 **Addenda**

All substantive inquires will be answered in a comprehensive bid addenda dated August 3rd and August 10th, which will be sent via e-mail to the City's list of potential respondents, and posted on the City's website, unless no questions are received during the prior week.

If a contractor would like to be added to the City's list of respondents, a request must be emailed or logged through the City's website.

All emails must be sent to: minga@beverlyhills.org; copy to: lquiralte@beverlyhills.org.

1.7 Changes to the RFP Document

Proponents must not alter any portion of the RFP document, with the exception of adding the information requested by the City. To do so will invalidate the submission of its Proposal.

1.8 Changes to the Proposal Wording and Content

The Proponent will not be allowed the opportunity to change the working or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

1.9 Examination of Documents

By submitting a Proposal, the Proponent will be held to have personally examined the documents, carefully the requirements, specifications, and have satisfied themselves as to their ability to meet all the requirements in the execution of the proposed Contract, and agree that the Proponent will make no claims against the City based on errors, omissions, or misunderstanding of the provisions of this RFP or Contract.

Proponents will not be given payments or consideration for conditions that should have been determined by/during the above inspections.

1.10 Liability for Errors

No Proposal shall be altered, amended, or withdrawn after the "closing date and time" of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened. While the City has made considerable efforts to ensure an accurate representation of information, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this FRP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

1.11 Withdrawal of Proposals

Proposals may be withdrawn only by written notice, provided such notice is received at the Office of the City Clerk prior to the closing date and time.

1.12 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the City, if any. If the City elects to reject all Proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

1.13 Irrevocability of Proposals

At the appointed closing date and time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its' Proposal be selected, the Proponent will enter into a Contract with the City. Proposals shall be irrevocable and shall remain open for acceptance by the City for ninety (90) days after the Closing Date.

1.14 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

1.15 Selection Criteria

On the basis of the information received, the City will evaluate Proposals that represent the best overall value as solely determined by the City. Best value will include, but is not limited to:

- 1) The Proponent's Financial Proposal for the complete Scope of Work. **30%**
- 2) The Proponent's Corporate Profile. Includes but not limited to, the Proponents relevant capability, qualifications, experience, equipment, success in providing all the services required based on references and/or the City's own experience. **35%**
- 3) The Proponent's ability to comply with the City's mandated reduction goal of 30% in reduction of water use. Proponent must provide a detailed description of techniques or methodology to conserve water usage. **35%**

The City reserves the right to accept any Proponent(s) Proposal which it deems to be the Best Value based on the evaluation criteria. The intent is to enter into a Contract with the Proponent that has the highest overall ranking.

1.16 Conditions of Award

The City will not necessarily accept the lowest priced or any Proposal and the City reserves the right in its sole discretion to reject any or all Proposal(s) or to cancel the Request for Proposal process at any time before or after the "closing date and time" without award. The City may award multiple contractors Any implications that the lowest or any Proposal will be accepted, is hereby expressly negated.

1.17 Term of Contract

The Scope of Services (Scope) will govern the performance of services noted within, for a period of on (1) fiscal year with two (2) optional annual extensions, for a total contract term of up to three (3) years. The Contract shall become effective on execution of the Agreement for services and shall expire on June 30, 2016 unless extended. City does not imply that the contract, as written, or the resulting Agreement for services, will be extended. Notwithstanding anything contained herein to the contrary, upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause.

1.18 **Prevailing Wages**

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1”. These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

1.19 **Insurance**

Upon award of contract, Contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificate(s) shall be on the City’s standard proof of insurance form.

1.20 **Prices**

Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of any resulting agreement: i.e. for one (1) year, two (2) years, or three (3) years. Escalation provisions, as shown, shall be the maximum dollar amount and a maximum percentage amount due upon extension of this agreement.

1.21 **Proposal Pricing**

The Proponent shall complete Proposal Pricing as requested in Section A, “Bidder’s Bid”. Incomplete Bids shall be considered unresponsive and will be eliminated for consideration. Escalation clauses, if any, shall be clearly identified. Escalation provisions shall be shown as a total percentage change from the first year base contract total and expressed as a total dollar change from the first year base contract amount.

1.22 **Negotiations**

It is the intent of the City to ensure the City has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the potential Contractor including, but not limited to, matters such as minor price adjustments, minor changes to the specifications/requirements. It is not the intent of the City to allow for new or significantly altered Proposals. The City is not obligated to any Proponent in any manner until the Contract has been executed and signed by an authorized agent of the City and an official City of Beverly Hills Purchase Order issued.

1.23 **Dispute Resolution**

Any dispute regarding the Proposal process or award must be submitted to the City’s Parking Division within (10) business days of the award date. Any protests not received within the (10) day period shall be deemed a waiver of rights

1.24 **Ownership of Proposals and Freedom of Information and Privacy Protection Act**

All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to the RFP become the property of the City and are subject to the Freedom of Information and Privacy and Protection Act.

SECTION 2.0 SPECIFICATONS

2.1 Scope of Work

Complete cleaning service of the parking facility using special power cleaning tools including power washers, scrubbers, and steam cleaners. Special solutions like soaps and degreasers should be used to clean oil stains, spills, remove gum, and other grime and crud. The complete cleaning service should include power washing/scrubbing of the parking decks, columns and walls, ceilings, stairwells, driveways, removing gum, and removing oil spills and stains. In addition, the exterior walls should be included in the complete full cleaning of the facility.

2.2 General

- Contractor shall check-in with the CITY's representative immediately upon arriving at the parking facilities and prior to performing any work Contractor shall maintain a log of the time, day, and facility all work was completed.
- Contractor shall contact the non-emergency telephone number for the City's dispatch service to inform them when work has started and finished. Although this is one phone number, this shall serve to notify both Police and Fire Departments of the location and nature of the work.
- In the event Contractor requests to work during regular business hours, and such working hours are approved by City, contractor shall be responsible for posting necessary notification and blocking off necessary spaces/levels.
- Coordinate with City tenants for work. No work will be conducted during the tenant's normal business hours without written approval by City.

2.3 Extreme Care

The following parameters apply to Pressure Washing/Scrubbing Services:

- Work can be performed seven (7) days per week between the hours specified by parking facility, except where inappropriate due to noise constraints. Any work done outside of the hours listed herein shall require of the City's project manager approval.
- Extreme Care must be taken to not allow water to enter into any building (i.e. under doors), elevator and elevator shafts. Contractor shall be responsible for protecting all electrical lighting, elevator equipment, parking revenue equipment and other areas as necessary.
- The Contractor shall be responsible for bagging (and removing bagging from) smoke detectors to reduce false alarms.
- The Contractor must have at least (1) employee on-site from 5:00am to 10:00am as parking patrons begin to enter the parking structures and businesses are opened

and the structures are checked for water damage or any other related problems caused by the Contractors pressure washers or related equipment/chemicals.

- A daily service report must be submitted by 10:00 AM to the Parking Services Manger email: minga@beverlyhills.org the following day and shall include:
 - Area Work Performed
 - Problems incurred
 - Address, contact name and phone number at site that incurred water damage and report to include a detailed scope of damages and how clean up was performed
- Deficiencies in the Work are to be corrected at no additional cost to the City within three (3) calendar days from the date of the inspection unless otherwise agreed to by the Parking Services Manager or designate.
- Contractor shall recognize that some parking facilities are in close proximity to residential units and shall do everything possible to mitigate all disturbances.

2.4 **Schedule**

Full scale cleaning will commence within fourteen (14) days after the award and is to be considered to be completed when most of the locations have received a full power wash at least one time.

2.5 **General Surfaces**

- **Parking Structure** – Full scale cleaning includes the removal of all oil, dirt, grease, tire dust, gum and other substances that may be found in parking garages. Gum removal shall be avoided in areas which may incur damage as a result, i.e. stall lines or other painted surfaces. All restrictions and services levels apply herein:
 - All floor surface areas of the garage, including parking stalls, driving lanes, ramps, entry/exit lines or other painted surfaces
 - All walls, columns, railing, ceiling and stairwells throughout the parking facility
 - All horizontal and vertical surfaces of the facility interior.
- **Stairwells** – power wash/scrub stairs and walls. Remove any stains, remove gum, disinfect remove gum, disinfect and add air freshener.
- **Touch-Ups** - will include small detailed jobs like oil stain removal, removing grime or crud, gum removal in specific areas, and power wash/scrub high-use areas that need additional attention.
- **Gum Removal** - Using special tools to either wash away or scrape away gum that has been stepped on or driven over and imbedded in the parking deck or stairwells.
- **Ceilings** - ceilings including pipes, conduit, and lights. Cleaning of the ceilings will consist of removing dust, dirt, cob webs, and washing areas where it is applicable.

- **Exterior and Interior walls** - Power-washing all of the walls and columns on the interior and exterior of the facility. Removing any specific marks or stains from vehicles, tires, or graffiti.

2.6 Equipment, Materials and Supplies

All equipment will be required to conform to the height restrictions of the individual parking facilities, the lowest of which is 6'5". All cleaning agents to be approved by the Assistant Director of Public Works Services prior to use and must be environmentally friendly; and MSDS sheet must be provided to the City.

2.7 Contractor Responsibilities

The Contractor shall inform the City prior to proceeding with any work activities that may be hazardous to workers of the City, of other employers or other persons at or near the work site so that safety precautions can be initiated and or coordinated. List all materials used in the performance of this service. Specify if/how treatment may contribute to the future upkeep of the parking facilities. Specify any side-affects or limitations of the materials or process.

2.8 Clean-Up

The Contractor shall be responsible for the removal of all equipment, debris, excess and extraneous materials from the site and leave the Work and surrounding areas affected clean and ready for public use. All debris is to be removed and properly disposed, not allowing any debris to enter the catch basins.

2.9 Supplied By the City

The City shall provide at No Cost to the Contractor:

- (a) Water from hose bibs located in parking structures
- (b) Water from fire hydrants

SECTION 3.0 WASTEWATER COMPLIANCE

3.1 Drains

All drains must be covered /sealed so no runoff shall be deposited. No runoff shall reach the street or storm drains at any time.

3.2 Water and wastewater

All water and wastewater generated from the act of cleaning these facilities shall be properly hauled and treated off-site. Vendor shall provide a description of the reclaiming and disposal process with the RFP submittal. Contractor shall comply with all federal, state and local regulations. Contractor shall include a copy of all currently held permits and legal proof of compliance. Contractor shall provide a copy of all necessary permits, manifests and proof of legal disposal at an approved facility. Documentation shall be provided to City without demand upon receipt by Contractor.

SECTION 4.0 GENERAL TERMS AND CONDITIONS

4.1 Insurance Requirements

- The Respondent selected (“Contractor”) shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combine single .limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
- Contractor shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under the Agreement is completed.
- Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury an property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit covering any vehicle utilized by Contractor in performing the services required by the Agreement. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City
- Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor expense, the premium thereon.
- At all times during the term of the agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form satisfactory to the City Attorney, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the agreement, file with the City Clerk such certificate or certificates.
- The policies of insurance required shall contain an endorsement naming the City and City’s elected officials, officers and employees as additional insureds. All of the policies required shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the agreement.
- The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required shall include provisions for waiver of subrogation. By submitting a proposal, the Contractor will waive all rights of subrogation against City.

- Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- Contractor shall indemnify, hold harmless and defend the City, City Council and each member thereof, and every officer, employee and agent of City from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any person employed by Contractor in the performance of the agreement.
- *(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)*

SECTION 5.0 BID PROPOSAL

BID FORM

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for **Power Washing the City Owned Parking Facilities**

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated below.

1.0 BID: Total Lump Sum Price

_____ (\$ _____) based on detail price breakdown in the following table.

Facility	Full Scale Cleaning	Time in Days	Touch-up Cleaning	Time in Days	Exterior Cleaning	Time in Days	Total Proposed Cost
345 N. Beverly Dr.							
216 S Beverly Dr.							
9510 Brighton Way							
440 N Camden Dr.							
450 N Rexford Dr.							
438 N Beverly Dr. - 439 N Canon Dr.							
241 N Canon Dr. - 242 N Beverly Dr.							
9333 W Third Street							
461 N Bedford Dr.							
333 N Crescent Dr.							
221 N Crescent Dr.							
9361 Dayton Way							
SM-1 485 N Beverly Dr.							
SM-2 485 N Rodeo Dr.							
SM-3 485 N Camden Dr.							
SM-4 485 N Bedford Dr.							
SM-5 485 N Roxbury Dr.							
450 N Crescent Dr.							
321 S La Cienega Blvd							
9355 Civic Center Dr.							

Total Lump Price _____

City of Beverly Hills Parking Structures and SM5 Lots

Address	Parking Inventory	ADA Spaces	Approx. Sq.Ft.	EVC	EVC Cars	# Stairwells	Levels	Clearance
345 N. Beverly	287	7	145000	4	7	2	6	Upper 8'2 /Lower 7'0
216 S Beverly	233	8	90500	2	4	2	5	7'2
9510 Brighton Way	249	8	126000	2	3	2	6	6'6
440 N Camden Drive	364	8	154000	2	4	2	7	6'10
450 N Rexford Drive	530	19	216400	2	4	3	7	6'10
438 N Beverly Dr. - 439 N Canon Dr.	408	8	190000	2	4	2	4	7'0
241 N Canon Dr. - 242 N Beverly Dr.	641	21	329740	2	4	3	4	7'0 (Accessible 8'2)
9333 W Third Street	510	9	187518	2	4	2	5	7'0 (Accessible 8'2)
461 N Bedford Drive	468	11	205200	2	4	2	7	6'5
333 N Crescent Drive	515	8	247900	2	2	2	5	6'10
221 N Crescent Drive	713	14	345120	2	4	3	6	6'10
9361 Dayton Way	221	7	103870	2	2	2	3	6'10
SM-1 485 N Beverly Drive	72	3	35280	0	0	2	2	Upper 8'2 /Lower 6'6
SM-2 485 N Rodeo Drive	69	3	33810	0	0	2	2	Upper 8'2 /Lower 6'6
SM-3 485 N Camden Drive	72	3	35280	0	0	2	2	Upper 8'2 /Lower 6'6
SM-4 485 N Bedford Drive	71	3	34790	0	0	2	2	Upper 8'2 /Lower 6'6
SM-5 485 N Roxbury Drive	113	5	55370	0	0	2	2	Upper 8'2 /Lower 6'6
450 N Crescent Drive	481	7	185805	6	6	3	3	8'2
321 S La Cienega Blvd.	319	8	129000	2	4	0	1	6'10
9355 Civic Center Drive	112	0	n/a	0	0	0	2	7"0"

Pressure Washing Full Scale Cleaning Schedule

1. Beverly Canon
2. 9510 Brighton Way
3. The Public gardens
4. 216 South Beverly
5. 440 N. Camden
6. 450 N. Rexford
7. 461 N. Bedford
8. 345 N. Beverly
9. 9333 West Thirds Street
10. 450 N. Crescent
11. 9361 Dayton Way
12. 333 N. Crescent
13. 221 N. Crescent
14. 321 South La Cienega
15. SM1 - 485 N. Beverly Dr.
16. SM2 - 485 N. Rodeo Dr.
17. SM3 - 485 N. Camden Dr.
18. SM4 - 485 N. Bedford Dr.
19. SM5 – 485 N Roxbury Dr.
20. 9355 Civic Center Dr.

5.2 NON-SCHEDULED / ON-CALL SERVICES UNIT COSTS

A.	Parking Facilities	\$ per square ft.
B.	Stairways combined with facilities	\$ per square ft.
C.	Stairways Alone	\$ per square ft.

5.3 ESCALATION CLAUSE

It is understood and agreed that the prices shown throughout this document shall apply throughout the term of the issued purchase order and any extensions thereof. Should this Contract extend beyond the first year, the percentage for escalation of costs cannot exceed the Consumer Price Index (CPI).

DRAFT AGREEMENT
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COMPANY FOR PRESSURE WASHING SERVICES OF
THE CITY'S PARKING FACILITIES

NAME OF CONTRACTOR:	Company Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Primary Contact
CONTRACTOR'S ADDRESS:	Street Address City, State & Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: George Chavez Director of Public Works Services
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COMPANY FOR PRESSURE WASHING SERVICES OF
THE CITY'S PARKING FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Company Name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "Services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services upon THE Commencement Date or upon receipt of a written notice to proceed from CITY. Contractor shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein based upon the rates set forth in Exhibit B.

- (b) **Additional Services.** City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions), with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and approved by City. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after this Agreement has been terminated.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(c) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(d) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form satisfactory to the City Attorney, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the CITY and CITY'S elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The CONTRACTOR hereby waives all rights of subrogation against CITY.

(k) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification.

(a) CONTRACTOR shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of CONTRACTOR, or any of CONTRACTOR's officers, agents, employees or contractors, in the performance of this Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of CONTRACTOR, excepting only such claims and liabilities that arise solely out of the City's active negligence.

(b) CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

(c) City does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

(d) CONTRACTOR agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from or related to any claim that use of the Software provided by CONTRACTOR infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. CONTRACTOR shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that City gives CONTRACTOR prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. This indemnity provision shall survive termination of this Agreement.

Section 11. Representation. CONTRACTOR hereby grants to City a non-exclusive license to the software provided under this Agreement and warrants that it has the full power and authority to grant the license to CITY and that the license to and use by the CITY of the software will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

Section 12. Termination.

(a) CITY may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 14. City Representative. The City Manager or his designee shall represent the CITY in the implementation of this Agreement.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 16. Precedence. In case of conflict between CONTRACTOR'S Quote attached as Exhibit A-2 and this Agreement, this Agreement shall take precedence over CONTRACTOR'S Quote.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the _____ day of _____, 2015.

CITY OF BEVERLY HILLS
A Municipal Corporation

Mahdi Aluzri
Interim City Manager

CONTRACTOR: COMPANY NAME

REPRESENTATIVE'S NAME
Title

REPRESENTATIVE'S NAME
Title

APPROVED AS TO CONTENT:

George Chavez
Director Public Works Services

Chad Lynn
Assistant Director, Public Works Services

Karl Kirkman
Risk Manager

EXHIBIT A

Scope of Services

A complete cleaning service of the parking facility using special power cleaning tools including power washers, scrubbers, and steam cleaners. Special solutions like soaps and degreasers should be used to clean oil stains, spills, remove gum, and other grime and crud. The complete cleaning service should include power washing of the parking decks, columns and walls, ceilings, stairwells, driveways, removing gum, and removing oil spills and stains. In addition, the exterior walls should be included in the complete full cleaning of the facility.

EXHIBIT B

Schedule of Rates and Payment Schedule.

Upon completion of the services required by this Agreement, Contractor shall submit an itemized statement to City for its services performed, which shall include documentation setting forth in detail a description of the services rendered. The schedule of rates is set forth in Exhibit A. The payment schedule for CONTRACTOR's services is as follows:

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____

BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____

Address : _____
