



CITY OF CHINO HILLS

Request for Proposals (RFP) for

Backflow Prevention Device Testing, Repair, & Installation

Date: October 27, 2016

Department: Public Works

Project Name: Backflow Prevention Device Testing, Repair, & Installation

Proposal Due Date: December 1, 2016

Time: 2:00 pm

Proposals must be submitted to the:

City Clerk's Office
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

Proposal Information – Format:

Proposals will be received by the City of Chino Hills, hereinafter called the "City", at the office of the City Clerk, 14000 City Center Drive, Chino Hills, California 91709, until 2:00 p.m. December 1, 2016.

Proposals must be submitted in a sealed envelope, addressed to the City Clerk at the above-referenced address. The sealed envelope containing a Proposal must be plainly marked on the outside as "**Proposal for: "Backflow Prevention Device Testing, Repair, & Installation"**" and Contractor's name and address, if applicable. Submittal of three (3) copies of the proposal is required.

Contractors fee schedule, reimbursable and overhead costs shall accompany the proposal, but must be in a **separate sealed envelope** clearly marked "Cost Proposal". Only one (1) copy of the fee proposal is required.

A digital copy of the Request for Proposal follows this notice. Questions regarding the Request for Proposal should be directed only to Mary Grunder, (909) 364-2816, or via email at mgrunder@chinohills.org.

The Proposal shall include, as a minimum:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Contractor's quote.
2. A statement of Qualifications applicable to this project including the names, qualifications, and proposed duties of the Contractor's staff to be assigned to this project; a listing of recent similar services completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
3. A statement that all charges for services will be a "Not-To-Exceed" fee, per task, as submitted with and made part of said Contractor's quote.
4. A written statement stating that the submitted fee schedule is part of the Contractor's quote for use in invoicing for payments.
5. A written statement by the Contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
6. A written statement by the Contractor shall allow all authorized federal, state, county, and the City of Chino Hills official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
7. A written statement that the Contractor shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
8. A written statement that the Contractor shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
9. A description of Contractor's approach to the work and ability to perform the work as described in the scope of services.
10. Maintenance Services Agreement: The City has provided a copy of a sample agreement. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement.

Description/Background – The City of Chino Hills (“City”) is requesting the services of a backflow assembly tester (Contractor) who specializes in providing backflow prevention device testing services, scheduled repairs, new equipment upgrade and installation work, and miscellaneous services billed on a time and materials basis. The City is responsible for maintaining 327 backflow prevention devices.

The Contractor will be required to have qualified staff that has demonstrated experience with backflow prevention device maintenance work. The majority of the work will be routine annual testing of the city-owned backflows listed on schedule A. The total amount of work available will be a function of routine testing plus the amount of work that is required due to normal “wear and tear,” damage, vandalism, and other factors that may result in the need for emergency response maintenance services. The City expects staff to be regularly assigned to the City as necessary to provide testing service.

Elements of the Proposal

1. Approach to the work – Contractor should outline how he/she plans to achieve the results desired with regards to the maintenance described in the Scope of Services. Include items such as typical hours dedicated to the work, materials required, and standard reports.
2. References (Minimum of 3 – Maximum of 6) and staffing. Contractor to identify staff & key personnel such as service representative.
3. Proposed Price Schedule – Exhibit B and will serve as the price list for services rendered.

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of Chino Hills and will not be returned. There will be no public bid opening.

The City reserves the right to negotiate mutually acceptable service-related conditions, including cost.

Administrative Elements

The Contract duration shall be for a period of one year from the date of award and may be renewed on an annual basis not to exceed four additional years subject to the written consent of both parties.

The Contractor shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The Contractor's representative will be responsible for all duties from contract negotiations through contract completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. The City must approve any other changes in responsible representative, in advance. The contractor shall identify all personnel along with their qualifications within the proposal. The City will have the right

to reject future changes in personnel, and may consider any other changes in responsible personnel a breach of contract.

The Contractor shall provide the proposed Price Schedule – Exhibit B in a separate envelope.

The Contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

Evaluation Criteria:

A. The information submitted will be evaluated by the City of Chino Hills. The Evaluation team will consider the following criteria when reviewing each proposal. Proposals will first be evaluated for completeness. Incomplete statements may disqualify the proposal from consideration.

B. Proposals will be evaluated on the criteria specified below:

- Approach to the work including, but not limited to, task breakdown and staffing, thirty-five percent (15%).
- Reports of references, and the experience and technical competence of the firm and key people on similar projects of equal complexity, fifteen percent (20%).
- Fee Proposal, fifty percent (65%).

B. The City of Chino Hills reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The Public Works Department will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- The Public Works Director will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the vendor, the contract will be scheduled for City Council or City Manager review and approval.

Standard Agreement

The City has provided a copy of the Standard Agreement (attached). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Prevailing Wages

The Proposer agrees to abide by the requirements under Section 1773.2 of the Labor Code of the State of California for general prevailing wages as specified below:

1.1.6 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed.

A copy of said wage rates is available from the State of California Department of Industrial Relations website: <http://www.dir.ca.gov/OPRL/PWD/Southern.html>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

Questions regarding the Request for Proposals shall only be directed to Mary Grunder at (909) 364-2816 or via e-mail at mgrunder@chinohills.org.

STATEMENT OF WORK – Backflow Testing and Certification

BACKGROUND:

The goal is to ensure that the City-owned backflows are functioning properly and that annual certifications are completed each year. The City currently maintains 327 City-owned backflows. The program is regulated within the State Water Resource Control Board and the City of Chino Hills.

The purpose of this Statement of Work is to outline the continued backflow prevention program for the City of Chino Hills and to protect the drinking water within the City's water distribution system. These assemblies are located within the City owned property servicing buildings, landscape, parks, parkways, and medians.

Proposers should consider the following requirements of the City when submitting the price proposal:

Technician Responsibilities

Contractor will furnish all tools and equipment necessary for the contracted labor and services. A current national certification as a backflow prevention assembly is required.

The Contractor must have a current calibrated testing gauge. The Contractor must ensure that the technician be clearly identifiable and carry proof of I.D. and technician certification as defined in the California Department of Public Health Drinking Water Title II.

The proposal should include the following documentation:

1. Proof of current San Bernardino County Backflow Assembly Certification.
2. Proof of current test kit calibration from a certified Lab.

The Technician is responsible for all safety measures. Some of the assemblies are located in the center median of busy streets and proper precautions should be taken. All Technicians should be familiar with and practice all State and Federal OSHA codes and requirements. All vehicles must be equipped with beacons and/or strobes.

Test Reports

Test reports are legal records and must therefore be complete and accurate. A complete and accurate test report is proof that a test was performed and the assembly will prevent backflow and cross-connection contamination to the water supply. The City will provide a pre-printed test report form with the specific information on each assembly to the Technician. All test reports will be due within five (5) business days of the date of the test. Test reports must be completed on the attached form (Exhibit C)

Failed Assemblies

If an assembly fails the initial test, the Technician must determine if it is a minor repair or a major repair. A minor repair would be a simple cleaning or installation of a rubber kit. If an assembly is cracked or a check valve or relief valve needs to be replaced, the Technician is to notify the City to obtain authorization for the repair prior to the commencement of work.

Minor Repairs:

Minor repairs that can be performed at the time of test and cost less than \$100 are to be performed along with the retest and included in the testing invoice. Examples of this type of repair are cleaning surfaces and rubber repair kits and test cocks. The contractor shall request authorization for any such repair prior to the commencement of work.

Major Repairs:

All major repairs such as cracked assemblies or replacement of check valves will be documented and turned over to City staff for repair. The City may request the Contractor to perform the repair. The cost will be based on prices listed in Exhibit B.

Recycled Conversions:

Occasionally, the City will convert a potable meter to recycled and request that the Contractor install a jumper. Current devices have two ball valves connected to the devices. Contractor price should include leaving one of the ball valves, ensuring that it is fully operational. When removing a recycled device, or install an operable shut off valve for sizes 2" and below.

Exhibit B
City of Chino Hills
Backflow Testing and Certification
Proposal Bid Form

Company Name _____

Item Number	Device Size	Number of Devices	Unit Price (includes both test & certification)	Total Price (includes both test & certification)	Unit Price to Replace Kit & Test Cocks Retest
1	1/2"	1	\$	\$	\$
2	3/4"	7			
3	1"	40			
4	1 1/4"	8			
5	1 1/2"	53			
6	2"	196			
7	2 1/2"	2			
8	3"	7			
9	4"	3			
10	6"	2			
11	8"	8			
Total:		327		\$	

Repairs:

Standard install using Wilkens 375 XL

Material Cost

Standard Labor Rate

Labor Rate

Other Material Cost (cost plus)

Markup Percent

Contact Name (please print): _____

Contact phone/email: _____



Assembly Test Report Exhibit "C"

City of Chino Hills

Assembly ID	Facility Name	Acct Number	Meter #	Test Report Due:
Service Address			Schedule Code	
Equip Location			Assembly Info (Replacement/Correction)	
Location ID	Containment	SN	<input type="checkbox"/>	
Contact Name	Ph	Mfr	<input type="checkbox"/>	
Fund #	#2	Type	<input type="checkbox"/>	
			Size	<input type="checkbox"/>
			Model	<input type="checkbox"/>
			Install Date	
			Permit Num	
<input type="checkbox"/> Confinement	<input type="checkbox"/> Freeze Protection	Hazard Type		Haz. Level

Line pressure at time of test: _____ **REPORT OF TEST RESULTS** Approved BFP

	Check Valve #1	Check Valve #2	Relief Valve	PVB/SVB	Shut Off Valves	#1	#2
Initial Test	<input type="checkbox"/> Held at _____ PSID	<input type="checkbox"/> Held at _____ PSID	<input type="checkbox"/> Opened at _____ PSID	<input type="checkbox"/> Air Inlet Opened at _____ PSID			
	<input type="checkbox"/> Closed Tight	<input type="checkbox"/> Closed Tight		Opened Fully Y <input type="checkbox"/> N <input type="checkbox"/>	Closed Tight	<input type="checkbox"/>	<input type="checkbox"/>
Pass	<input type="checkbox"/> Leaked	<input type="checkbox"/> Leaked	<input type="checkbox"/> Did Not Open	<input type="checkbox"/> Check Held at _____ PSID	Leaked	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/> Leaked			
REPAIR	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED	CLEANED REPLACED REPAIR	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Disc <input type="checkbox"/> Spring <input type="checkbox"/> Guide <input type="checkbox"/> Seat <input type="checkbox"/> O-Ring(s) <input type="checkbox"/> Module <input type="checkbox"/> Rubber Kit <input type="checkbox"/> _____	<input type="checkbox"/> Disc <input type="checkbox"/> Spring <input type="checkbox"/> Guide <input type="checkbox"/> Seat <input type="checkbox"/> O-Ring(s) <input type="checkbox"/> Module <input type="checkbox"/> Rubber Kit <input type="checkbox"/> _____	<input type="checkbox"/> Disc <input type="checkbox"/> Spring <input type="checkbox"/> Diaphragm <input type="checkbox"/> Seat <input type="checkbox"/> O-Ring(s) <input type="checkbox"/> Module <input type="checkbox"/> Rubber Kit <input type="checkbox"/> _____	<input type="checkbox"/> Air Inlet Disc <input type="checkbox"/> Air Inlet Spring <input type="checkbox"/> Check Disc <input type="checkbox"/> Check Spring <input type="checkbox"/> Float <input type="checkbox"/> Diaphragm <input type="checkbox"/> Rubber Kit <input type="checkbox"/> _____	Other	<input type="checkbox"/>	<input type="checkbox"/>

Other/Notes: _____

Final Test	_____ PSID	_____ PSID	_____ PSID	Opened Fully Y <input type="checkbox"/> N <input type="checkbox"/>	Air Inlet _____ PSID	Closed Tight	#1 <input type="checkbox"/>	#2 <input type="checkbox"/>
	<input type="checkbox"/> Closed Tight	<input type="checkbox"/> Closed Tight	<input type="checkbox"/> _____ PSID	CK Valve _____ PSID		Pass <input type="checkbox"/>		

THE ABOVE REPORT IS CERTIFIED TO BE TRUE:

1A

Print - Initial Test	Certificate	Test Date:	Gauge Num	Company	Phone
Print - Final Test B					
Print - Repair By					

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHINO HILLS AND**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and _____, a _____ ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an annual amount not to exceed _____ on the terms set forth in the attached "Exhibit A," which is incorporated by reference, for CONTRACTOR's services. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of CONTRACTOR's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

2. TERM

The term of this Agreement will be from _____ to _____. The Agreement may be renewed in advance and in writing by the City Manager for three additional one-year terms.

3. SCOPE OF SERVICES

- A. CONTRACTOR will perform services listed in the attached Exhibit A.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. FAMILIARITY WITH WORK

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

- i. Thoroughly investigated and considered the scope of services to be performed;
- ii. Carefully considered how the services should be performed; and
- iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

6. INSURANCE

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance

Limits (combined single)

Commercial general liability:	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

7. TIME FOR PERFORMANCE

CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and
- B. CITY gives CONTRACTOR a written Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION

- A. Except as otherwise provided, CITY may terminate this Agreement upon providing written notice to CONTRACTOR at least thirty (30) days before the effective termination date. Notice of termination will be in writing. In the event of such termination, CONTRACTOR shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

9. INDEMNIFICATION

- A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any

approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

11. NOTICES

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: City of Chino Hills
 Attn: City Clerk
 14000 City Center Drive
 Chino Hills, CA 91709

To CONTRACTOR: _____
 Attn: _____

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

13. BUSINESS LICENSE

CONTRACTOR shall maintain a valid Business License with the CITY.

14. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.

CONTRACTOR shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section."

15. WAIVER

A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. SEVERABLE

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

17. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. INTERPRETATION

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Bernardino County. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

19. AUTHORITY/MODIFICATION

The terms of this Agreement can only be modified in writing approved by the CITY AND THE CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

20. EFFECT OF CONFLICT

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. FORCE MAJEURE

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

22. ENTIRE AGREEMENT

This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting lead based stabilization. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

Art Bennett
Mayor

(Signature)

ATTEST:

(Title)

Cheryl Balz
City Clerk

(Signature)

APPROVED AS TO FORM:

(Title)

Mark D. Hensley
City Attorney