



REQUEST FOR PROPOSALS

REMOTE MONITORING SECURITY SERVICES

**PROPOSALS MUST BE RECEIVED
BY
2:00 PM
ON THURSDAY, JULY 21, 2022**

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

**City of Chino Hills
Request for Proposals
Remote Monitoring Security Services**

Date: June 23, 2022
Department: Public Works
Project Name: Remote Monitoring Security Services
Proposal Due Date: Thursday, July 21, 2022 by 2:00 p.m.

Proposals must be submitted to: City of Chino Hills
City Clerk's Office
Attn: Michelle Smith
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as **“Remote Monitoring Security Services”** to the City Clerk’s Office. The package shall contain the following:

- Three (3) bound copies and one (1) electronic copy of the proposal (flash drive is the preferred method). Emails are not accepted.
- One (1) original of the cost proposal in a separate sealed envelope clearly marked “Sealed Cost Proposal” and
- A signed W-9

Proposals must be received by the City Clerk’s Office **no later than 2:00 p.m. Thursday, July 21, 2022**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. Description of the Government

The City of Chino Hills is a General Law City in the State of California and is in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991 and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 84,364. The City operates as a "contract city" utilizing contracts with other government entities, private firms, and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

B. Objective

The City of Chino Hills is seeking proposals from qualified firms for Remote Monitoring Security Services as described in the Scope of Work.

C. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the City’s website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

D. Evaluation and Selection

The following is a tentative schedule of this RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections, and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	Thursday, June 23, 2022
Questions from Proposers Due:	Thursday, July 7, 2022
Questions and Answers Posted:	Tuesday, July 12 2022
Proposals Due:	Thursday, July 21, 2022, by 2:00 P.M.
Initial Review of Proposals by Panel:	July 25-29, 2022
Anticipated Contract Award Date:	September 15, 2022

E. Questions

Please direct any questions or concerns to Michelle Smith, Management Analyst II at msmith@chinohills.org. Only questions with “**Remote Monitoring Security Services**” in the subject line will be accepted. **All inquiries shall be submitted in writing. Questions will not be answered over the phone.** Answers to pertinent submitted questions will be posted on the City’s website.

F. Scope of Work

The following Scope of Work is desired by the City. The Vendor’s proposal must address how they will deliver the indicated services. Project tasks shall include but are not necessarily limited to those items noted below. If the Vendor believes that additional tasks are warranted, they must be clearly identified in the Vendor’s proposal as an “Add Alternate.”

The Vendor hereby acknowledges that before submitting a bid for these services, the Vendor has reviewed the subject site(s) and informed themselves fully as to all conditions that might affect the work specified. The Vendor shall not be relieved of liability under this Contract, nor the City be held liable for any loss sustained by the Vendor because of any variance between conditions, as referred to in the Scope of Work, and the actual conditions revealed during the examination of the locations of the proposed work.

The Vendor shall have the ability to provide the City remote monitoring security services 24 hours per day, 365 days per year for the City’s Public Works Yard. The Public Works Yard is a 4.7-acre facility with 7 structures onsite (see Attachment 1). The facility is located at 15091 La Palma Drive, Chino, CA 91710. Most of the site acreage is for the parking and storage of City vehicles and equipment.

Since this is an RFP, the City is expecting prospective vendors to propose their specific recommendations for camera locations and notification devices based on the constraints of their respective systems. The City desires that the vendor design a system to monitor the full

City of Chino Hills
RFP for Remote Monitoring Security Services

perimeter of the property for unauthorized entry. Additionally, due to the configuration of the various buildings, additional camera angles will likely be required to effectively accomplish this task. Vendors shall propose the necessary locations for remote communication devices.

The City is expecting turn-key proposals. Vendors shall include all materials, site work, and labor in preparation of their proposal. The south end of the equipment parking lot has limited power availability. Vendors will likely need to propose a solar/battery camera solution in this area.

The City plans to award the successful proposer a contract for a three (3) year period. The City reserves the right to renew the contract for up to two (2) additional one-year periods. The Vendor shall be responsible for system maintenance and uptime for the duration of the contract and any extensions. This shall include the capability for an on-site response if remote diagnostics are unable to resolve the issue. The City shall not be charged for any labor or materials related to the maintenance and uptime of the monitoring system, with exceptions for accidents and vandalism.

Typical Tours of Duty

The City would like the system to be online 24 hours per day. However, notification and remote monitoring only needs to occur between the following hours: Monday through Friday from 5:00pm-5:00am, Saturday's and Sunday's 24 hours, and for 24 hours on the following observed holidays: Presidents' Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve through New Year's Day.

Services and Reporting

The Public Works Yard functions as an on-call facility and can potentially have staff on site at any time. Vendors shall propose their methodology or procedures for allowing authorized City Staff during monitored hours.

During the typical tours of duty, the Vendor shall remotely monitor the referenced property. Vendors shall clearly describe their methodology or technological application to accomplish this. Once the Vendor is aware of an unauthorized entry in the secured parking lot, the remote monitoring team shall contact the trespassing party via a remote communication device, to prevent further trespass or theft. If the trespassing party does not immediately leave the site, the Vendor shall contact the Chino Police Department and the City's on-call staff. Any time contact is made with a trespassing party, the City will require the Vendor to provide all pertinent video footage of the event within two business days.

The City may also request that the vendor provide video footage during business hours, as needed to aid in the investigation of theft or confidential issues. Vendors shall propose the various options for video storage and retention.

Vendor's Non-Compliance

If the City determines that there are deficiencies in the performance of this contract, the City will provide a written notice to the Vendor to correct the deficiencies within the specified time frames. Said specified time frames shall be reasonable, as determined by the City, to correct the specified deficiencies.

In the event of a failure to correct a deficiency or for any other breach of this contract by the Vendor, this contract may be terminated by the City upon thirty (30) calendar days written notice by the City at its sole discretion. In the event of such termination, the Vendor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

1. Vendor's Liability

All damages that, in the City's opinion, are due to the Vendor's operation shall be repaired at the Vendor's expense. All such repairs or replacements shall be completed within the time limits as designated by the City.

2. Safety

The Vendor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Vendor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

It shall be the Vendor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained facilities unsafe. The City shall be notified immediately of any unsafe condition that requires correction. The Vendor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises. The Vendor shall clearly post signs in all entry areas prior to any potentially hazardous situations.

3. Signs/Improvements

The Vendor shall not post signs or advertising within the work areas.

4. Meetings

The Vendor shall assign an account manager and an alternate contact person. One of these individuals shall be available to meet as directed by the City, with City staff either on site or through video conferencing to review service activities, operational and timing activities, pending work, estimates, work quality, and any items related to the Vendor's work under the contract.

5. Pricing

This is an RFP, so cost is not the determining factor for issuing a contract; however, the City expects competitive pricing for the requested services. Vendors shall propose pricing that includes potential cost of living escalations through the full contract term, including extensions.

Vendors shall provide add-alternate pricing for services not mentioned herein. The City will reserve the right to include these services if it is determined to be beneficial for the desired goal.

G. Deliverables

The successful proposer shall provide:

1. Cover Letter

The cover letter shall be addressed to Michelle Smith, Management Analyst II, and at minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. California Secretary of State Entity Number.
- c. Name, title, address, and telephone number of contract person during period of proposal evaluation.
- d. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the Vendor understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the Vendor's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work/Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The methodology shall include:

- a. Describe the Vendor's approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project to ensure satisfactory provision of services.
- b. Provide a detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- c. Provide a detailed description and/or examples of your quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.
- d. Provide a materials and labor rate sheet for extra work that the vendor determines relevant.

4. References

Provide a complete list of other significant agencies using the same services of equivalent or greater scope as being proposed. Indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client's contact.

5. Required Statements

- a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with, and made part of said contractor's quote.
- b. A copy of the contractor's hourly rate schedule and a written statement that said hourly rate schedule is part of the contractor's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

- c. 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.
- d. A written statement by the contractor shall allow all authorized federal, state, county, and the City 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 (3) years.
- e. A written statement that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- f. 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.
- g. 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.

H. Administrative Elements

1. The vendor shall assign a responsible account manager and an alternate contact person to perform the assigned tasks. Both staff members shall be identified in the proposal. The Vendor's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City.
The City
2. The vendor shall provide necessary personnel, instruments, equipment, and materials to perform the described services, unless directed otherwise by the City.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
4. Proposals will be evaluated based on the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.
5. After selecting the highest qualified scorer, the City and highest proposer will negotiate the final agreement terms. If the City and the Proposer are unable to come to mutual terms, the City reserves the right to negotiate with the next highest scorer(s), or re-issue the RFP.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	PERCENTAGE OF SCORE
Experience and approach to the work including task breakdown as related to the scope of work described in this RFP.	25%
Staffing resources and ability to flexibly adapt to the City’s needs and response time requirements.	25%
Reference list(s), and the Proposer’s willingness to agree to all terms of the Maintenance Services Agreement, and available resources to perform the requested services.	25%
Cost	25%

I. Agreement for Maintenance Services

The City has provided a copy of the Agreement for Maintenance Services. Please review this agreement and provide the City with a written statement of your firm’s willingness to accept the terms of the agreement. **Please specifically identify every term of the agreement which your firm is unwilling to accept and the reason therefore. Please provide proposed Compensation and Scope of Work Exhibits with your proposal.**

J. Insurance

Within three (3) business days of successful selection, Vendor must provide the City with Certificates of Insurance providing coverage as outlined in Section 7 of the Agreement for Maintenance Services naming the City, its agents and officers as additional insureds by written endorsement.

K. Business License

The successful Vendor(s) and any sub-contractors are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

L. Subcontracting

The Proposer shall be permitted to subcontract specific tasks or trades mentioned in this RFP. Those subcontractors shall be identified in the vendors proposal and indemnified by the Vendor.

M. Public Information

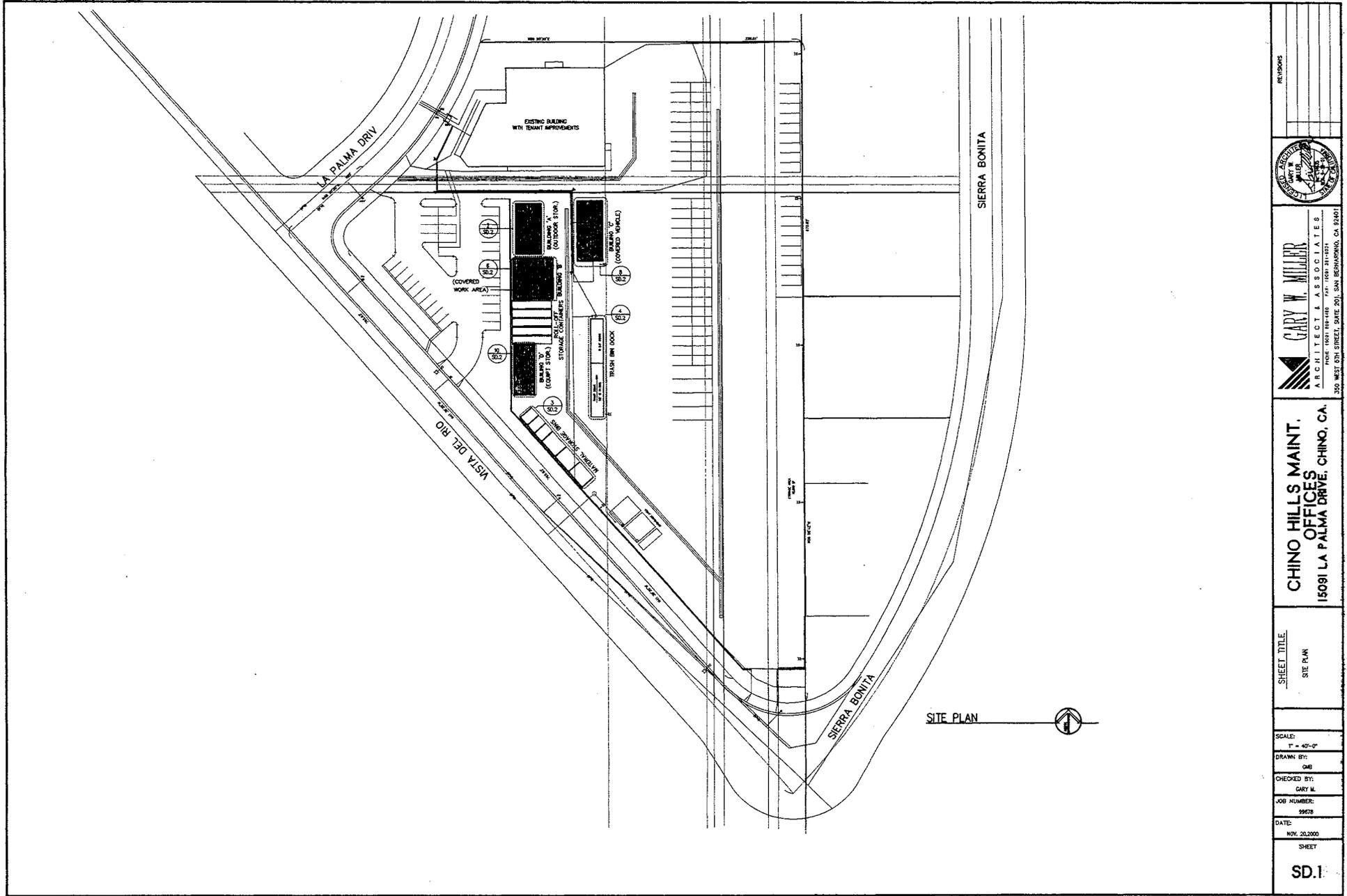
All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The City reserves the right to retain all proposals submitted, whether the proposal was selected or judged to be responsive.

N. Attachments

Attachment 1: Facility Map

Attachment 2: Maintenance Services Agreement Sample

ATTACHMENT 1



RELATIONS	
<p>CHINO HILLS MAINT. OFFICES 15081 LA PALMA DRIVE, CHINO, CA.</p>	
SHEET TITLE	<p>SITE PLAN</p>
SCALE	<p>1" = 40'-0"</p>
DRAWN BY:	<p>CM</p>
CHECKED BY:	<p>GARY M.</p>
JOB NUMBER:	<p>15678</p>
DATE:	<p>NOV. 25, 2000</p>
SHEET	<p>SD.1</p>

ATTACHMENT 2

**AGREEMENT NO.
MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHINO HILLS AND**

THIS MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the date last signed below, 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 forty-five (45) 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 _____.

3. SCOPE OF SERVICES

- A. CONTRACTOR will perform services listed in the attached Exhibit B.
- 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.
 - F. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

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. BONDS

- A. Within ten (10) business days upon Notice to Proceed, the CONTRACTOR shall be required to provide the City with 100% payment and performance bonds from a surety company licensed to do business in the State of California and with a minimum rating of A from AM Best."

7. 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:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$\$2,000,000/occurrence
Business automobile liability	\$4,000,000/aggregate
Workers compensation	\$2,000,000
	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), or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract).
- 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,” unless otherwise approved and accepted by the City Manager or his/her designee in writing. 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.

- F. Unless the City Manager otherwise agrees in writing, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officials, employees, volunteers, and agents. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar express waivers from each of its subcontractors.

8. TIME FOR PERFORMANCE

CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 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.

9. 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.

10. 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.

11. 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.

12. 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, email 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
Email: cityclerk@chinohills.org

To CONTRACTOR: [REDACTED]
Attn: [REDACTED]

- 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.

13. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. BUSINESS LICENSE

CONTRACTOR shall maintain a valid Business License with the CITY through the term of the contract.

15. 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."

16. 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.

17. 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.

18. CAPTIONS

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

19. 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.

20. 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.

21. 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.

22. 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.

23. ENTIRE AGREEMENT

This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY. 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.

24. CONSISTENCY

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Compensation

B. Exhibit B: Scope of Work

25. FORM OF AGREEMENT; EXECUTION IN COUNTERPARTS.

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed this contract the last date signed below.

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

**(Insert Director Name)
(Department) Director**

Signature

(Date)

(Typed/Printed Name)

Attest:

(Title)

**Cheryl Balz
City Clerk**

(Date)

(Date)

Signature

(Typed/Printed Name)

(Title)

(Date)