



REQUEST FOR PROPOSALS (RFP)

STREET SWEEPING SERVICES

RFP ISSUE DATE:
March 3, 2020

RFP Submittal Deadline: Friday, March 27, 2020, By 2:00 PM

PLEASE NOTE: MANDATORY PRE-BID MEETING

**Tuesday, March 17, 2020 at 11:00 a.m.
Public Works Operations Facility
120 Macneil Street, San Fernando, California 91340**

INTRODUCTION

The City of San Fernando is requesting proposals for a maximum ten year contract from qualified contractors to perform street sweeping services on all City streets and right-of-way areas. A complete list of the Service Locations is included in **(Attachment A)**.

1. BACKGROUND

The City of San Fernando is a residential community surrounded entirely by the City of Los Angeles, in the County of Los Angeles. The City is approximately 2.5 square mile in size with a population of 24,450.

The City maintains approximately 120 curb miles within its public rights-of-way. Commercial streets account for approximately 4.6 curb miles, which are swept once per week. Street sweeping is performed Monday through Friday each week. Street sweeping hours are 6:00 A.M. to 2 P.M. in residential areas and 2:00 A.M. to 6:00 A.M. on major arterials and commercial areas. Please see **(Attachment B)** for maps of the current street sweeping schedule.

The street sweeping contract falls under the jurisdiction of the Public Works Department and the quality and level of service provided by the contractor will be supervised by the Public Works Director or his designee.

The selected contractor shall be responsible for providing all labor, equipment, and disposal necessary to perform street sweeping services on a weekly basis, including:

- Sweeping all arterial, collector, industrial, residential and commercial streets, alleys, cul-de-sacs and median island curbs.
- Removal of large items such as cardboard, palm fronds, and rocks.
- Recycling of collected sweepings.
- Providing additional sweeping services for special events and emergencies.

This RFP contains two (2) options for continued street sweeping services in the community – including a base service level option and an alternate, enhanced service level option. Bidders are asked to provide cost proposals for both service level options. Depending on the costs proposals received, the City will review the options and award a bid for either the base option or the alternate option.

2. PROPOSAL SUBMITAL DATE AND REVIEW

Contractors must submit five (5) bound, printed copies of their proposal and one (1) electronic version on a flash drive by 2:00 PM, Friday, March 27, 2020. All proposals must be delivered to the office of the City Clerk, City of San Fernando, or mail to:

Street Sweeping Proposals
City of San Fernando
Attn: City Clerk
117 Macneil Street
San Fernando, CA 91340

Submitted proposals will become part of the official files of the City of San Fernando and will not be returned. Late proposals will not be accepted. The RFP package needs to be sealed and labeled as follows:

Proposal for Street Sweeping Services – CONFIDENTIAL

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal deemed incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals.

After a careful review of each submitted proposal, the City will conduct a thorough evaluation, as detailed in Section 4D of this RFP. The evaluation will lead to the selection of a contractor and an award of a Professional Services Contract.

Questions regarding this RFP must be submitted via email, on or before Friday, March 20, 2020 to Kenneth Jones, Public Works Management Analyst, at kjones@sfcity.org. An addendum with answers to all questions received will be posted on City's website: www.sfcity.org on Monday, March 23, 2020.

3. SCHEDULE

The following are key dates for the Street Sweeping RFP:

Publishing of RFP:	March 3, 2020
Mandatory Pre-Bid Meeting:	March 17, 2020 at 11:00 AM
Questions Due to the City:	March 20, 2020 at 5:00 p.m.
Question Responses:	March 23, 2020
Proposals due to the City:	March 27, 2020, by 2:00 PM
City Council Contract Award:	April 20, 2020
Start of Services:	July 1, 2020

4. **GENERAL CONDITIONS**

A. Authority to Withdraw RFP and/or Not Award Contract

The City San Fernando reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the City makes no representations that any Agreement will be awarded to any contractor responding to the RFP. The City expressly reserves the right to postpone the opening of the proposals for its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection.

B. Pricing Approach

The City of San Fernando intends to award a fixed annual contract price for the seven-year term of this contract, with an option to renew annually for up to three (3) more years, based on performance. Bidders must provide a service unit price list as part of the proposal (**See Attachment C**). The primary purpose of this list is to provide guidance for any additional work or establish clear payment deductions for contract services not rendered during the course of the contract.

Subsequent to the initial seven-year contract term, and if the option for renewal is exercised at the seventh eighth, and ninth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Customers, Los Angeles, Riverside, Anaheim, at the time, subject to a 2.5% maximum increase per year.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance”. If the services are being performed as part of an applicable “public works” or “maintenance”, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The City has adopted a Living Wage Ordinance to ensure proper compensation for Contractor employees. All bidders must complete and sign a Living Wage Certification Form (**Attachment D**) and include a copy with its proposal.

C. Insurance and Performance Bond

The selected contractor shall provide to the City the necessary insurances, endorsements and a performance bond in the amount of one year of the contract, as specified in the enclosed Draft Agreement.

D Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City of San Fernando may use some or all of the following criteria in its evaluation and comparison of the 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:

1. The contractor's demonstrated awareness of safety in all operations
2. A demonstrated understanding of the scope of work and other proposal documents
3. A logical, proven methodology for carrying out the work tasks described in the proposal
4. The contractor's recent experience in conducting contracts of similar scope, complexity, and magnitude, particularly for government agencies
5. The quality and quantity of personnel to be assigned to the contract, including its recent street sweeping experience
6. The quality and quantity of equipment to be assigned to the contract
7. A listing of the organizational structure of the proposed contract team
8. The financial stability of the contractor
9. Recent references from clients, with particular emphasis on local governments
10. The proposed contract schedule
11. The proposed contract costs
12. Contractor demonstrated understanding that they provide an important /valuable service to the community, and their ability to answer/acknowledge complaints within 12 hours of receipt and resolve 90% within 72 hour of receipt.

5. **PROPOSAL FORMAT AND CONTENT**

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor:

a. **Cover Letter**

A cover letter should summarize key elements of the proposals. The letter must be signed by an individual authorized to bind the bidder. The letter must stipulate that the proposed price shall be valid for a period of a minimum of three (3) years. Indicate the address and telephone number of the contractor's office located nearest to San Fernando, California, and the office from which the contract will be managed.

b. **Company Information**

The Company Information Section should include a brief description of company, including the year the company was established; the type of organization (partnership, corporation, etc.); and number of employees.

c. **Scope of Work**

Describe the services being requested based on your understanding of the Scope of Work within this RFP.

d. **Methodology**

This section should clearly detail your approach to carrying out the specific Scope of Work identified within this RFP. Please include in this section approach to addressing customer complaints and missed sweeping situations.

e. **Contract Organization and Staffing**

Describe your approach and methods for managing the contract. Provide an organizational chart showing all proposed contract team members. Describe the responsibilities of each person on the contract team. Identify the Contract Manager and the person(s) who will be the key contact (s) with the City of San Fernando. Indicate how many hours each team member will devote to the contract by task, along with a statement indicating the availability of the members of the contract team for the duration of the contract. Please include resumes for key members of the contract team with particular emphasis on their experience and professional affiliation.

f. **Related Experience**

Describe recent, directly related, public agency experience. Include on each listing the name of the agency; description of the work done; primary agency contact, address and telephone number; dates for the contract; name of the contract director and/or manager and members of the proposed contract team who worked on the contract, as well as their respective responsibilities. At least three references should be included. For each reference, indicate the reference name, organization affiliation, title, complete mailing address, and telephone number. The City of San

Fernando reserves the right to reference check any and/or all of the organizations or individuals listed.

g. **Contract Schedule**

Provide a schedule for completing each task in the work program, based upon the frequency listed in Service Locations/Cost **(Attachment A)**.

h. **Cost Data**

Based on the information provided within this RFP, **complete a total annual cost proposal for both the base service level and alternate service level being requested (Attachment A)**. Both total annual cost and total monthly cost for sweeping services is required.

i. **Equipment**

Vehicles and equipment used in street sweeping services must be kept well-maintained and in good appearance. Vehicles and equipment used in accordance with sweeping activities should be not more than three (3) years old and must meet all applicable local, state, and federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. The contractor shall identify the equipment including make, model, license number, and type of sweeping function utilized (regenerative air, side broom, rear broom, etc.) and indicate whether equipment is primary or back up unit. Contractor shall identify the equipment that will be used to meet these requirements and what are the maintenance levels and practices utilized to ensure equipment is maintained in good repair, appearance, and sanitary conditions at all times.

j. **Statement of Compliance/ Suggested Changes**

Contractors must submit a Statement of Compliance with the RFP and to the Draft Agreement terms and conditions, and if any, a listing of exceptions and suggested changes. A description of any cost implication for suggested changes must also be included. The Statement of Compliance must declare either:

- 1) This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- 2) This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception or suggested change, the contractor must include:

- Reasons for submitting the proposed exception or change.

- Any impact the change or exception may have on contract costs, scheduling or other considerations.

6. PRE-BID MEETING

All parties submitting proposals are instructed to attend a mandatory pre-bid meeting. The meeting is scheduled for Tuesday, March 17, 2020 at 11:00 a.m. at the Public Works Operations Facility, 120 Macneil Street, San Fernando, California 91340. During the meeting, representatives of the City of San Fernando will review the RFP content with attendees and respond to general questions.

The purpose of this meeting is to familiarize contractors with the scope of work and to answer general questions which may arise prior to submitting proposals. Attendance at this meeting is **MANDATORY** for those wishing to submit proposals. Failure to attend the pre-bid meeting shall result in disqualification from the RFP process.

7. TECHNICAL QUESTIONS

All technical questions regarding this RFP are required to be submitted via email to Kenneth Jones, Public Works Management Analyst, at kjones@sfcity.org no later than March 20, 2020 at 5:00 p.m. Responses to all questions, and any addendums, will be posted on City's website: www.sfcity.org on March 23, 2020.

SCOPE OF WORK

Contractor shall provide all labor and equipment necessary to perform street sweeping services in the City of San Fernando in accordance with this Agreement, on the following terms and conditions.

A. Definitions

- 1) "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City.
- 2) "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.
- 3) "Curb-mile" means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet.
- 4) "Roadbed" means entire street pavement from curb to curb.

B. Description of Required Services and Experience

- 1) General. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets every weekly sweeping cycle. Items of excessive size, such as

cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. In addition, if sweeper is unable to capture debris around or adjacent to a bulb out, operator shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service shall be included in the unit curb-mile price at no additional cost to the City.

- 2) The successful Contractor shall have at a minimum five (5) years' experience in Municipal Street sweeping having successfully undertaken contracts in at least 3 municipal jurisdictions. The Contractor shall have developed complete sweeping programs/ schedules for California cities, towns, counties, etc.
- 3) Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs and median curbs shall be swept, at a minimum, once a week; alleys and parking lots once every other week. The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.
 - NOTE: For debris caught between car stops and major crevices within any parking lot, Contractor shall blow out debris to allow sweeper to pick up or pick up by hand.
- 4) Standard of Performance. The Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty-four (24) hours of request without interruption to the regular street sweeping schedule.
- 5) Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than four (4) sweepers unless a greater number is agreeable to the Contractor. Payment for such requests shall be based upon the hourly rate specified in **(Attachment D)**.

C. Changes in Services

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be at the contract unit price specified in **(Attachment D)**.

D. Schedule of Performance

Street Sweeping Schedule

- 1) Days. Routine street sweeping shall be conducted Monday through Friday unless otherwise approved by the Public Works Director.
- 2) Hours. Standard operating hours for sweeping under this Agreement shall be determined by the City and the Contractor. Arterial streets and commercial areas shall be swept from 2:00 A.M. to 6:00 A.M. Residential areas shall be swept from 6:00 A.M. to 2:00 P.M. Some areas may be posted with different hours than noted above. It is the Contractor's responsibility to familiarize itself with these areas and adjust the sweeping schedule accordingly.

Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of City.

3) Holidays

All sweeping is to be done Monday through Friday except on the following Holidays:

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. For sweeping missed due to the aforementioned holidays, Contractor shall arrange sweeping for another day within a five day working day period. Holiday sweeping schedules must be submitted to the Public Works Director thirty (30) days prior to the holiday. No modification of this holiday schedule shall be effective unless authorized in writing by the Public Works Director.

E. Changes in Schedule Due to Weather Conditions

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping Contractor without approval of the Public Works Director or his designee. During inclement weather a two-hour standby period will be observed before a scheduled residential sweep will be canceled. City

reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or his designee. This effort shall not affect the regularly scheduled sweeping.

F. Disposal and Recycling of Materials

The Contractor shall transport and dispose of all sweeping at a composting or recycling center in accordance with all City, County, State, and Federal requirements. Contractor shall divert or compost all street sweepings to the greatest extent possible, obtaining a minimum of eighty-five percent (85%) diversion rate from landfills. Sweepings may be deposited at temporary dumpsites with the prior approval of the property owner and the Public Works Director. Sweeping shall be removed from such sites each day. Contractor shall be entitled to no other income, expenses or charges from the City for disposing of sweepings at any disposal site within or outside the City limits. The Public Works Director may, at any time, require the Contractor to relocate, completely remove or discontinue use of such disposal sites. The Contractor shall report on a monthly basis the amount of sweepings disposed of at a composting or recycling center and the name and address the facility. The contractor shall also provide the city with the pertinent information from the composting or recycling facility certifying the % of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

G. Street Sweeping Equipment

The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established by the Public Works Director. Adequate back-up equipment must be available at all times to service the City. Contractor shall submit in its proposal a listing of all equipment (including back-up equipment) proposed to furnish under this Agreement (including year, make, and condition). The City may, at its sole discretion and expenses, require an annual inspection of Contractor's equipment.

The Contractor shall use a sweeper fleet appropriate for servicing approximately 120 curb miles of street. The fleet shall include a fleet of vacuum and broom sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD) and the California Air Resources Control Board.

Vehicles and equipment used in accordance with sweeping activities should not be more than three (3) years old (2018 or newer) and must meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Consultant shall submit proof of certifications to the City on a bi-annual basis.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. A City representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the Agreement. At the discretion of the Public Works Director, the City may require the installation of special odometers, time clocks, or vehicle speed monitors to verify the quality and quantity of the work performed.

All vehicles and equipment used by the Contractor within the City limits must be clearly identified, on each side of the vehicle or equipment, with the name of the Contractor, address of the Contractor's office, and telephone number. The contractor should also have a magnetic sign of at least 24" by 24" indicating this sweeper is providing service under a contract with the City of San Fernando. All equipment must be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights. Sweepers must be equipped with mobile radio communications to the Contractor's dispatch office.

H. Special Equipment

The Contractor shall have all sweepers servicing the City equipped with a GPS Navigation System which provides:

- real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.

I. Equipment Storage

The Contractor shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of public or construction traffic. At the end of each day's work and at all other times when sweeping operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the roadway and open it for use by traffic.

J. Traffic Counters

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment. The City will endeavor to let the contractor know of the location of any such equipment it has requested to be placed in the roadway.

K. Parking Citation Officer – Coordination

The City may use a Parking Control Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate his sweeping activities with the Parking Control Officer. All costs for coordination are the responsibility of the Contractor, and no additional compensation will be allowed.

L. Contractor/City Communication

Throughout the period of this Agreement, the Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Contractor shall respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

M. Contractor's Employees

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California.

Any person employed by the Contractor who fails or refuses to carry out the directions of the City, appears to be incompetent, acts in a disorderly, improper or unsafe manner, or shows signs of intoxication or other impairment shall be immediately removed from the job site by the Contractor. Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. . The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs. A review for possible contract termination will be initiated by the City if Contractor has three (3) incidents of employee misconduct any time during the first five years of approved contract for street sweeping services.

N. Sweeping Practices

The Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its

equipment as necessary. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following:

- 1) Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour. Patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.
- 2) Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

O. Routing and Sweeper Availability

Street sweeping routes and schedules shall be developed by the Contractor and shall be subject to the approval of the Public Works Director. Routes and schedules shall be consistent with the Basic Street Sweeping Scheduling Map (**Attachment B**).

Sweeping routes and schedules shall be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request changes in routing or hours of operation at any time. Each sweeper shall have its own operator and scheduled route. Any and all sweeper breakdowns and repairs shall be reported immediately to the Public Works Director, or designated representative.

P. Construction-Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within five hundred (500) feet of an identified construction site, and is reported immediately to the city when discovered. However, the Contractor is required to totally clean all dirt and debris carried by traffic to areas beyond this limit. Storm clean up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City.

Q. Records and Reports

Along with the invoice for services, a report shall be submitted to the City, monthly, comprising the following:

- 1) Daily Log Report. The Contractor shall keep a daily log of all streets swept, including the name and location of the streets and the number of curb-miles swept, along with a description of any special services performed. The log shall be signed by the Supervisor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include data such as date, time, and speed with which sweeping occurred each day.

- 2) Emergency Calls. The Contractor shall maintain a positive recording of all emergency service calls, by telephone recording device or by a time punch-type trouble ticket. Such information shall be submitted to the City, as part of the monthly report, in an easy to read format.
- 3) Amount of Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris collected and disposed during sweeping activities. This information, required as part of the City's NPDES permit, must be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 4) Recycled Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility along with other required information. This information shall be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 5) Complaints. Complaints received by the City regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone, or email, and handled by the Contractor's Supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Public Works Director. Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's Supervisor.

Complaints received directly by the Contractor shall be submitted in writing electronically to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City each month.

- 6) Equipment Maintenance/Repair Report. Contractor shall report any maintenance or repairs done on street sweepers servicing the City. This information shall be submitted as part of the monthly report in an easy to read format.

R. Restoration and Repair, Obstructions and Clean Up

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are remove, damaged, or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

S. Miscellaneous Safety and Other Regulations

- 1) Equipment and Vehicle Defects. All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction shall be corrected by the Contractor within two (2) weeks of notification.
- 2) Warnings. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- 3) Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor. All water provided by the City must be metered by devices loaned to the Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor.

T. Cooperation with Utility and Other Companies

Work within the City by utility and construction companies may be progressing concurrently with the work under this Agreement. It is the responsibility of the Contractor to be informed of work planned by these parties and to coordinate street sweeping work accordingly.

U. City Special Events

Contractor will provide street sweeping services free of charge in conjunction to a maximum of five (5) "Major" City sanctioned special events each year. City will provide Contractor thirty (30) day prior notice of scheduled event.

V. Contract Term

The term of the contract shall be for a period of seven (7) years, with an option for renewal for three (3) one-year extensions, on an annual basis, based on the contractor performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

If the City chooses to extend the contract, a formal letter will be sent to the contractor advising contractor of the one (1) year extension. This process will be used for each of the optional two (2) years. In determining whether the Agreement should be extended, the City will evaluate the performance of the contractor and determine whether the contractor's performance is satisfactory.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based

on service unit prices provided in **(Attachment C)**, if applicable, and/or negotiated between the two parties of the contract.

REQUIRED CONTRACT REPORTS

- A. Monthly/ Weekly Service Report
- B. Monthly/ Weekly Performance Report
- C. Monthly/ Weekly Green Waste Recycling/ Diversion Report
- D. Emergency Calls Log
- E. Complaint Log
- F. Equipment Maintenance/Repair Report

LIST OF ATTACHMENTS

Attachment A	Service Location/ Total Cost
Attachment B	City Map and Street Sweeping Schedule Maps
Attachment C	Service Unit Prices
Attachment D	Living Wage Certification Form
Attachment E	Sample Service Agreement

ATTACHMENT A

BASE SERVICE LEVEL

MAINTENANCE FREQUENCIES

Contractor shall provide services at the following locations as described below.

LOCATIONS	FREQUENCY	CYCLE	CURB MILES/AREA	COST PER UNIT	PROPOSED COST
Residential (Citywide)	Once/Weekly	Monday – Friday	105		
Alleys (According to Map)	Once/ Every Other Week	Monday – Friday	3.5		
Downtown Area Truman (SF Mission to Brand) 1 st Street (Hagar to Macneil) Maclay Avenue (San Fernando to 4 th Street)	Once/Weekly	Monday – Friday	1.5		
Mall Area San Fernando Road (SF Mission to Chatsworth)	Once/Weekly	Monday – Friday	1		
Maclay Streetscape (4 th Street to 8 th Street)	Once/Weekly	Monday – Friday	2.1		
City Parking Lots (12)	Once/ Every Other Week	Monday – Friday	360,000 sq. ft.		
			Weekly Total		
			Monthly Total		

Total Monthly Cost: \$_____

Amount In Words _____

Total Annual Cost: \$_____

Amount In Words _____

ALTERNATE SERVICE LEVEL

MAINTENANCE FREQUENCIES

Contractor shall provide services at the following locations as described below.

LOCATIONS	FREQUENCY	CYCLE	CURB MILES/AREA	COST PER UNIT	PROPOSED COST
Residential (Citywide)	Once/Weekly	Monday – Friday	105		
Alleys (According to Map)	Once/Weekly	Monday – Friday	3.5		
Downtown Area Truman (SF Mission to Brand) 1 st Street (Hagar to Macneil) Maclay Avenue (San Fernando to 4 th Street)	Once/Weekly	Monday – Friday	1.5		
Mall Area San Fernando Road (SF Mission to Chatsworth)	Once/Weekly	Monday – Friday	1		
Maclay Streetscape (4 th Street to 8 th Street)	Once/Weekly	Monday – Friday	2.1		
City Parking Lots (12)	Once/Weekly	Monday – Friday	360,000 sq. ft.		
Weekly Total					
Monthly Total					

Total Monthly Cost: \$_____

Amount In Words _____

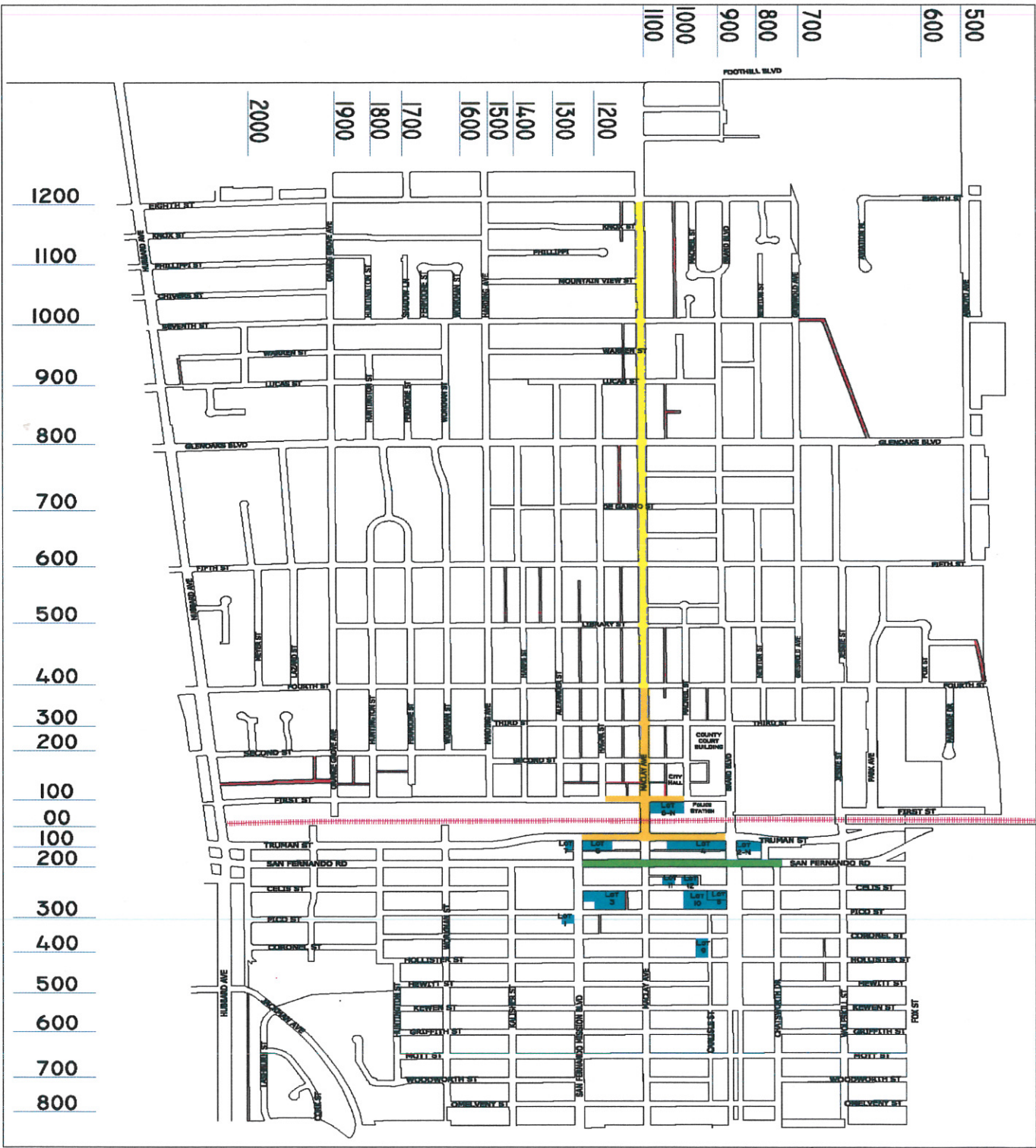
Total Annual Cost: \$_____

Amount In Words _____

ATTACHMENT B

City & Street Sweeping Schedule Maps

City of San Fernando

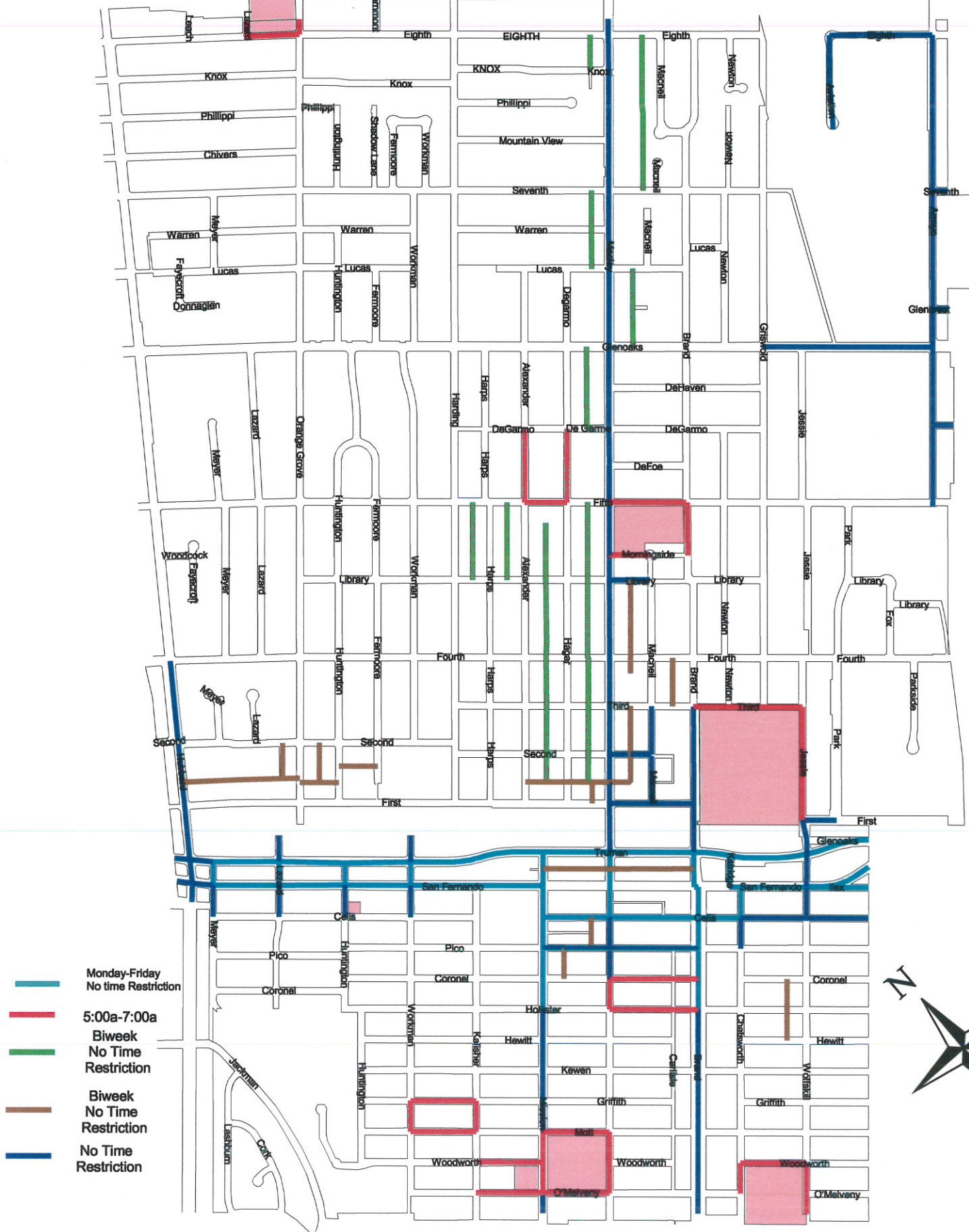


- DOWNTOWN AREA
- ALLEYS
- PARKING LOTS
- SAN FERNANDO MALL
- MACLAY STREETSCAPE

Scale
1:400

City of San Fernando

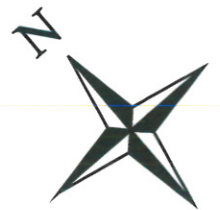
Street Sweeping Monday



**Street Sweeping
Tuesday**

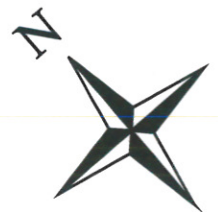


**Street Sweeping
Wednesday**

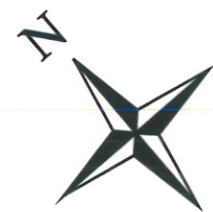


[illegible]

10:30a-1:00p



Street Sweeping Friday



City of San Fernando Mall Schedule



ATTACHMENT C

UNIT PRICES

- I. The contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the contract sum shall be adjusted in accordance with the following unit prices.
- II. Contractor is advised that the submitted unit prices will be used as one of the determining factors in the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed, including but not limited to, materials, labor, overhead, and profit for the contractor.
- III. The unit price quoted by the contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- IV. All work shall be performed in accordance with specifications or otherwise herein specified. Workmanship shall be in accord with the best standard practices

FUNCTION COST/UNIT OF MEASURE

Additional Street Sweeping Services

**During Regular Business Hours: \$ _____ PER CURB
MILE**

**After Regular Business Hours (Evenings, Weekends and Holidays)
\$ _____ PER CURB MILE**

**Emergencies During Regular Business Hours: \$ _____ PER
HOUR**

**Emergencies After Regular Business Hours: \$ _____ PER
HOUR**

ATTACHMENT D

LIVING WAGE COMPLIANCE

***WILL BE PROVIDED AT MANDATORY PRE-BID
MEETING***

ATTACHMENT E

Sample Service Agreement

CONTRACTOR
STREET SWEEPING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and [INSERT NAME OF CONTRACTOR], a [INSERT TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of SEVEN (7) years commencing from June 1, 2020 to May 31, 2027. Upon the conclusion of the Term, this Agreement shall renew annually for a maximum of THREE EXTENSION TERMS with a ONE-YEAR MAXIMUM DURATION OF EACH SUCH EXTENSION TERM, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is [THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT] (hereinafter, the "Approved Rate Schedule").

PROFESSIONAL SERVICES AGREEMENT

STREET SWEEPING SERVICES

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- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [INSERT NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates **[INSERT NAME AND TITLE OF PERSON WHO IS CONTRACTOR REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION]** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

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- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of

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CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

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- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY

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or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION**: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE**: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to

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- CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article 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 CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 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.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15)

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calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties,

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obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf

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of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultants as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Name of Contractor
Attn:
Address
Phone:
Fax:
Email:

CITY:

City of San Fernando
Public Works Department
Attn: Dale Warren
120 Macneil Street
San Fernando, CA 91340
Phone: 818-898-1293
Fax: 818-898-3221
Email: dwarren@sfcity.org

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after

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deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

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- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

**[INSERT BUSINESS NAME OF
CONTRACTOR, E.G., ACME CORP. A
CALIFORNIA CORPORATION ETC.]**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney