



AGENDA

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, May 22, 2019 at 7:00 p.m.

Rules of Decorum

*"Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*"Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados** al entrar a la sala de audiencias del Consejo Municipal de la Ciudad." Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.*

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Donald J. Wagner, Interim City Manager
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

Swearing in of City Manager, Jennifer E. Vasquez

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 05/08/19 City Council Meeting.
2. Resolution No. 6028 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
3. Consideration of a Resolution in support of the formation of and inclusion in the Lower Los Angeles River Recreation and Parks District.
4. Award of a Maintenance Services Contract for street striping services to J&S Striping Company.
5. Authorize the temporary use of Maywood Riverfront Park by the KIPP Pueblo Unido Elementary School for the inaugural Pueblo Picnic on June 1, 2019.
6. Letter of authorization with ABM Building Solutions, LLC for a preliminary assessment of the City's energy efficiencies.
7. Revenue Report for April 2019.
8. A Resolution of the City of Maywood in support of an accurate 2020 Census of the Southeast Los Angeles Region.

DISCUSSION/ACTION ITEMS

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on June 12, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I,  Gerardo Mayagoitia, City Clerk or Priscilla Kinnard, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





AGENDA 1
ITEM NO. _____

May 8, 2019

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Adrian Garcia;
2. Heather Wilson;
3. Veronica Guardado.

PRESENTATION(S)

Presentation of Award of Interwest Scholarship Recipients to Miss Miranda who is going to California State University Los Angeles, Miss Flores who is going to California State University Fullerton and Mr. Sanchez who is going to University of California Riverside.

Presentation of Certificates of Recognition to: Mirtha Arriaga for her work with Maywood Autism Play Date and Zaira Zuniga a make-up artist who provided professional make-overs for some of our local students for prom.

PUBLIC HEARING

CONSENT CALENDAR

Consent items 4, 6, 9 and 10 were pulled from the consent calendar.

1. Minutes for 04/23/19 Special Council Meeting. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
2. Minutes for 04/24/19 Regular Council Meeting. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
3. Resolution No. 6027 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
4. A Resolution of the City Council of the City of Maywood supporting balanced energy solutions and maintaining local control of energy solutions. **Continued with direction to bring back item after further review.**
5. Direct staff to file a Notice of Completion for the Sewer Replacement Project. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
6. Award of Contract for the installation of three bus stops on Slauson Avenue. **Motion to approve recommendation in staff report (award contract to Humphrey Constructors) by De La Riva . Second by Lara. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
7. Obtain authorization to advertise a Request for Proposals (RFP) for MS4 Permit Facility Program inspection services. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

8. Second reading and adoption of an Ordinance of the City of Maywood adopting revised Chapter 42 of the Maywood Municipal Code to prohibit smoking in City parks and recreation areas. **Motion to approve by Lara. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
9. Discussion and consideration of approval of an agency to agency confidentiality agreement between the City of Maywood and the Los Angeles County District Attorney's office to waive the attorney client privilege for certain records. **Motion to approve by Lara. Second by Medina. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
10. Authorization to procure Request for Proposals for services related to the completion of the City's Housing Element. **Motion to approve by Alvarez. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

DISCUSSION/ACTION ITEMS

CLOSED SESSION (occurred after public participation on non-agenda items)

1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); City of Maywood vs. Consolidated Disposal Services LLC, et al., and Related Cross Complaints, Los Angeles County Superior Court Case No. BC697218
2. Public Employment pursuant to Government Code Section 54957; Title: City Manager
3. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager

City Council returned from closed session and the City Attorney announced there were no reportable actions.

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda Items:

1. Heather Wilson;
2. Veronica Guardado;
3. Gustavo Pantosa;
4. Aaron Cobian;
5. Veronica Durath;
6. Guadalupe Camberos;
7. Gerardo Mayagoitia;

8. Dwain Tucker.

ADJOURNMENT Meeting adjourned at approximately 9:04 p.m to May 14, 2019 at 7:00 for an adjourned regular meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6028

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been audited by the
Director of Finance, and

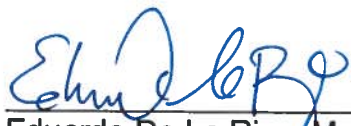
WHEREAS, the Director of Finance has certified to the accuracy and
availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City
of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for
approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/ACH
Transactions for \$848,138.98 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

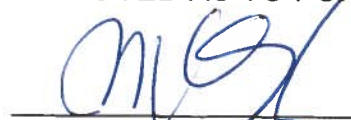
PASSED, APPROVED AND ADOPTED THIS 22nd day of May, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6028 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 22nd of May, 2019 by the following roll call vote, to wit:

AYES: De La Riva, Alvarez, Marquez and Medina

NAYES:

ABSENT: Lara

ABSTAINED:


Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, May 22, 2019

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 086032 - 086034	Amount
	\$ 1,500.00
Accounts Payable regular warrants for payment: Checks No. 086035 - 086070	\$ 718,591.82
Sub-total	\$ 720,091.82

Wire Transfers/ACH Transactions

05/03/19 Lease Payment for Front Counter Cash Registers - May 2019	\$ 129.57
05/09/19 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 98,089.77
05/09/19 CalPERS Health Premium - May 2019	\$ 23,831.89
05/09/19 CalPERS for Employer Contribution - Pay Period 4/14/2019 - 4/27/2019	\$ 4,968.18
05/10/19 ADP Payroll Fees	\$ 167.68
05/14/19 Bank Analysis Fee	\$ 860.07

Sub-total \$ 128,047.16

Total Demands \$ 848,138.98

City of Maywood
Detail Warrants for Payment
Warrants No. 086032 to 086070

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086032	P	5/8/2019	Fatima Bellosso Miranda	500.00	Matching Interwest Scholarship Recipient
086033	P	5/8/2019	Juan Sanchez	500.00	Matching Interwest Scholarship Recipient
086034	P	5/8/2019	Karen Flores	500.00	Matching Interwest Scholarship Recipient
086035		5/16/2019	Robert Half Company International / Accountemps	956.46	Temp Labor: Customer Service Week Ending 05/03/2019
086036		5/16/2019	All American Asphalt	44,691.95	Retentions Payable Slurry Seal Project Completion
086037		5/16/2019	American Guard Services, Inc.	5,412.96	Crossing Guard Services-April 2019
086038		5/16/2019	California Consulting, Inc.	3,000.00	Grant Writing Services May 2019
086039		5/16/2019	Arturo Sanchez dba Calmex Graphics	248.57	Business Cards: City Staff
086040		5/16/2019	CoreLogic Solutions, LLC.	150.00	Property Finder April 2019
086041		5/16/2019	Daily Journal Corporation	2,993.06	Publication of Official Notices
086042		5/16/2019	Dewey Pest Control	92.00	May 2019 Pest Control City Hall
086043		5/16/2019	Dunbar Armored Inc	401.41	May 2019 Cash Handling Service
086044		5/16/2019	PALP, Inc. dba Excel Paving Company	52,974.13	Retentions Payable Pavement Rehabilitation Project FY 18/19
086045		5/16/2019	GWMA	12,646.48	Atlantic Corridor Linear Mile 52nd Drive to Randolph Street
086046		5/16/2019	George Hill Company	167.20	City Claims/Adjuster Services April 2019
086047		5/16/2019	Graffiti Protective Coatings	17,000.00	CityWide Graffiti Removal March 2019 & Bus Shelter

City of Maywood
Detail Warrants for Payment
Warrants No. 086032 to 086070

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086048		5/16/2019	Interwest Consulting Group	82,024.87	City Engineering Services: April 2019 General Fund -Riverfront Project Proposition C -Bus Stop Investigation Sewer Enterprise -Fats, Oils, Grease Program -Sewer Replacement Project -Sewer System Evaluation System Street Lighting -Street Light Conversion to LED Gas Tax -DTSC Excide Clean Up Project -Public Works Contractor RFP -Bicycle Master Plan Measure R -Slurry Seal Project FY 2018/2019 CDBG -EPA Sewer Grant Project -Sewer Replacement Project Measure W -MS4 Permit Industrial/Commercial Facility Program
086049		5/16/2019	John Balderas	2,805.00	Successor Agency & Maywood Finance Reporting/Consulting Services
086050		5/16/2019	Eloy Montano dba KBJ Auto Detail	690.00	City Vehicle Fleet: Car Wash Service April 2019
086051		5/16/2019	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software
086052		5/16/2019	Maywood Mutual Water No.1	601.13	Various Locations 02/21/2019-04/22/2019
086053		5/16/2019	Maywood Mutual Water Co. No.2	1,047.63	Various Locations 02/23/2019 to 04/24/2019
086054		5/16/2019	Maywood Mutual Water No.3	4,796.84	Various Locations 02-20-2019 to 04-23-2019
086055		5/16/2019	Metro Transit Services	33,369.41	Public Transportation Services Express & Dial-A-Ride April 2019
086056		5/16/2019	Pacheco & Neach PC	10,411.64	April 2019 to May 2019 Retainer: CDS Legal Services
086057		5/16/2019	Preferred Benefit Insurance Administrators, Inc.	2,118.40	Dental & Vision Insurance: May 2019
086058		5/16/2019	PSOMAS	38,790.00	Sewer System Evaluation - Hydraulic Analysis Component
086059		5/16/2019	QDoxs	58.04	Copier Base Charge: 05/01/2019 - 05/31/2019

City of Maywood
Detail Warrants for Payment
Warrants No. 086032 to 086070

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086060		5/16/2019	Ron's Maintenance, Inc	4,114.00	Catch Basin Cleaning Service
086061		5/16/2019	Richards, Watson & Gershon	16,311.17	Legal Services - Maywood v. YMCA (March 2019)
086062		5/16/2019	Sanchez Awards	27.56	Legal Services General (March 2019)
086063		5/16/2019	Sheriff's Department	362,514.71	Finance Specialist Name Plates
086064		5/16/2019	Southern California Edison	15,516.47	Public Safety Services: 03-01-2019 to 03-31-2019
086065		5/16/2019	Sparklets Drinking Water Corp	146.28	Various Locations 03-26-2019 to 04-25-2019
086066		5/16/2019	Staples Business Advantage	1,034.33	City Hall Office Water
086067		5/16/2019	The Gas Company	55.54	Office Supplies
086068		5/16/2019	Time Warner Cable	627.14	4317 Slauson Ave. (04-09-2019 - 05-08-2019)
086069		5/16/2019	Xerox	364.04	4319 Slauson Ave.
086070		5/16/2019	Xerox Financial Services	350.40	4323 Slauson Ave.
					Internet & Phone Service: May 2019
					April 2019 Base Charge and Printing Fee
					Copier Lease: 04-15-2019 to 05-14-2019 Front office & Finance office
TOTAL:				\$720,091.82	



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 22, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

RE: AWARD OF A MAINTENANCE SERVICES CONTRACT FOR
STREET STRIPING SERVICES TO J & S STRIPING COMPANY

RECOMMENDATION

That the City Council award a three-year contract to J & S Striping Company, Inc. for an amount not to exceed \$45,000 for Street Striping Maintenance Services and authorize the Mayor to execute the contract.

FISCAL IMPACT

Funding for Street Striping maintenance services will be funded with Gas Tax. There is no fiscal impact to the General Fund.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On January 9, 2019, the City Council authorized staff to solicit proposals for Street Striping Maintenance Services. On March 21, 2019, following extensive outreach by staff, the City received two (2) bid proposals from the following contractors:

1. J & S Striping, Ontario, CA
2. Sterndahl Enterprises, Sun Valley, CA

Twelve firms downloaded the Request for Proposals (RFP) from the City's website and three contractors attended the mandatory pre-bid meeting.

DISCUSSION

On March 21, 2019, the City received two (2) bid proposals for Street Striping Maintenance Services. The RFP scope of work for the requested services includes the application of paint for traffic lanes, crosswalks, and pavement legends (e.g. School Crossing, Stop Ahead, Speed Bump) on an as-needed basis. The RFP approved by the City Council identified the evaluation criteria to be used for selecting a preferred contractor for this procurement. A copy of the RFP is included as Attachment 2. Staff used the RFP selection criteria to evaluate the proposals and found both contractors qualified to provide the requested services. The RFP also requires that the selected contractor comply with 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").

Based on the compiled scores of the proposal evaluations, staff is recommending the contract be award to J & S Striping. Staff reviewed references and verified the State Contractors License for J & S Striping is current and in good standing. A summary of the proposal evaluations is included as Attachment 3. The proposal received from J & S Striping is included as Attachment 4 and the proposal from Sterndahl is included as Attachment 5 for City Council reference.

ATTACHMENT(S)

Attachment No. 1 – Contract

Attachment No. 2 - Request for Proposals and Addendum No.2

Attachment No. 3 - Proposal Evaluation Matrix

Attachment No. 4 - J & S Striping Certification and Proposal

Attachment No. 5 - Sterndahl Certification and Proposal

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF MAYWOOD, CALIFORNIA
AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22 day of May, 2019 by and between the City of Maywood, a municipal corporation ("City") and J&S Striping Company ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Maywood's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the 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, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any

non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

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" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, 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, and shall post copies at the Contractor's principal place of business and at the project site. 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 Contractor shall abide by the following labor laws:

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its

subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all

consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

City shall have the right to have similar work completed by other contractors at the discretion of the City.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements".

COMPENSATION AND METHOD OF PAYMENT.

1.12 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the Exhibit entitled "Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty-Five Thousand Dollars (\$45,000)** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

1.13 Method of Compensation.

The method of compensation shall include payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum.

Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for construction materials approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

1.14 Invoices.

Each month, Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

1.15 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 2. PERFORMANCE SCHEDULE

2.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

2.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A" SP.10 and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes,

wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

2.5 Term.

Unless earlier terminated in accordance with GC 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof.

ARTICLE 3. COORDINATION OF WORK

3.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

3.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or 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 under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

3.5 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 4. INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's 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 the Contractor and the 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 the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

4.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

4.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

4.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

4.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of

Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

5.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

6.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "C"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

6.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the

reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

7.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF MAYWOOD, City Hall, 4319 E. Slauson Avenue, Maywood, California 90270 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and

approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MAYWOOD, a municipal corporation

Eduardo De La Riva, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney
Richards Watson and Gershon Law

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S) _____

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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☐ CORPORATE OFFICER

TITLE(S) _____

- ☐ PARTNER(S) ☐ LIMITED
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- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A" TO AGREEMENT
SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET STRIPING MAINTENANCE SERVICES.

This scope of work is to provide for the City Street Striping Maintenance Services. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

The work to be performed or executed under these specifications consists of the painting and application of traffic striping, pavement markers, curb markings and other incidental and appurtenant work necessary. The Contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to complete the work.

The annual repainting of painted traffic stripes, legends, and other pavement markings; placing of pavement markers; "spot work" such as modifying existing traffic markings; repair, modification, new installation, and replacement of thermoplastic, and painted markings. The type of materials may include but not be limited to, thermoplastic, and/or paint as directed.

The Contractor's attention is directed to the possibility that removals may be required by the City. All removals of existing striping shall be completed either by sand blasting or grinding as directed by the City.

Contract work to be performed at various locations within the City. Work requests to the Contractor shall include: type of striping, exact location, preference of schedule for work to be performed, linear footage, and any other information pertinent to the work to be performed. All work requests to the Contractor will be approved by and issued directly from the City Public Works Director. Work Requests and Authorization shall be provided to the Contractor via written Notice to Proceed (NTP).

SP.1 BACKGROUND

The City of Maywood is located in the southeastern portion of Los Angeles County. The City has an estimated population of 27,000 residents and covers an area of approximately 1.2 square miles. Based on extrapolations from the GIS mapping system, the City of Maywood has approximately 47 lane miles of streets. The commercial area of the City includes the following streets Slauson Avenue and Atlantic Avenue.

SP.2 QUALIFICATIONS AND RELATED WORK EXPERIENCE

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. The Contractor must have a current license as C-32 (Parking and Highway Improvement Contractor) and/or a General Engineering Contractor (A) as defined by the California Department of Consumer Affairs Contractors State License Board (CSLB).

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION

The Contractor shall demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to

provide street striping maintenance services. Contractor shall list the personnel that will be assigned to perform the specified services. In addition, Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED

Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET

Contractor shall meet with the Public Works Director weekly to discuss and establish the work schedule and priorities for the week. The work schedule may be adjusted throughout the week to meet changing demands and budget.

SP.6 CONTRACTOR AVAILABILITY

Contractor and the Contractor's crews/personnel are to act as an extension of City staff, and as such, must be available to work nights and weekends if required.

SP.7 PLANS AND TECHNICAL SPECIFICATIONS

All work shall be completed in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), latest Edition, which may be modified or supplemented by these Technical Provisions.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications:

- Standard Plans for Public Works Construction Sections 210-1.6 through 210-1.6.5
- Standard Plans for Public Works Construction Section 214
- Standard Plans for Public Works Construction Section 310-5.6 through 310-5.6.10

Changes and Modifications to the Standard Specifications are as follows:

Standard Specifications Section 310-5.6.9 "Protection of Work, Workers, and the Public" shall apply except as modified and supplemented below:

Add:

"Drips, overspray, improper markings shall be immediately removed from the pavement surface by methods approved by the Public Works Director."

"The Contractor shall protect his work until the paint is thoroughly dried Painted traffic stripes and pavement markings completed under this Contract."

Remove:

"In areas of high traffic volume, the Contractor shall schedule work to paint traffic lines and markings in off-peak traffic hours or on weekends."

Replace with the following:

All striping work requested by the City shall be completed by the contractor during business hours from Monday to Friday only.

SP.8 QUALITY CONTROL

Application of applied traffic paint per shall be per Tables 310-5.65 (A) 310-5.65 (B) as contained within the Standard Plans for Public Works Construction. Test method shall be by both standardized wet film gauge and by post inspection caliper measurement of standardized aluminum sheet.

Typically, the Engineer or his designee shall place randomly placed strips of .080 aluminum sheet in areas scheduled to be painted. A measurement shall be taken before and after paint application. Areas found to be under the specified dry film thickness shall be repainted as directed and any costs associated with the corrective work shall be without additional compensation.

SP.9 TRAFFIC CONTROL

During the course of fulfilling the terms of this contract, the Contractor shall provide effective traffic control within reason. Contractor shall perform temporary traffic control as outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) which is available through Building News at (714) 517-0970, unless otherwise authorized by the City Maintenance Superintendent.

SP.10 RESPONSE TIMES AND LIMITS – SCHEDULE OF PERFORMANCE

All Work shall commence within 5 working days of the request for service and shall be continuously pursued until completed as authorized by the Public Works Director. Requests for service shall be to the Public Works Coordinator by e-mail, facsimile or telephone call and MAPCON Work Order System (the City's web based work order tracking system). Any request requiring service in 24 hours or less shall be considered emergency work.

SP.11 HOURS OF OPERATION

Operations are normally restricted to the hours of 8:00 am to 4:00 p.m. Monday through Friday except legal holidays, or as designated by the City.

SP.12 WATER POLLUTION CONTROL

Best Management Practices (BMPs). The Contractor shall have a readily accessible copy of the BMPs publication at the job site at all times.

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service 1700 Jefferson Street
Oakland, Ca. 94612
Telephone (510) 444-6771

Los Angeles County Department of Public Works Cashier's Office
900 S. Fremont Avenue Alhambra, Ca. 91803
Telephone (626) 456-6959



REQUEST FOR PROPOSAL

STREET STRIPING MAINTENANCE SERVICES

**CITY OF MAYWOOD
4319 EAST SLAUSON AVENUE
MAYWOOD, CALIFORNIA, 90270
OFFICE OF THE CITY CLERK**

(323) 562-5700

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City of Maywood
Office of the City Clerk
4319 E. Slauson Ave
Maywood, CA 90270



JANUARY 10, 2019

NOTIFICATION TO CONTRACTORS

The City of Maywood ("City") invites proposals from qualified Contractors to provide Street Striping Maintenance Services in the City of Maywood. The contractor will furnish all equipment, materials, supplies, personnel, and management and all other items necessary to perform the services specified in this Request for Proposal.

Original Request for Proposals may be obtained from the City of Maywood website at <https://www.cityofmaywood.com/bids>. **Proposals must be in writing and must be received by the City of Maywood, Office of The City Clerk by 2:00 PM on Thursday, February 28, 2019** via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Maywood hereby notifies all prospective Contractors that the City will require each Contractor to demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Maywood reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: January 10, 2019

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP)

TITLE: **STREET STRIPING MAINTENANCE SERVICES**

Instructions

Proposals must be in writing and must be received by the City of Maywood, Office of The City Clerk by 2:00 PM on Thursday, February 28, 2019 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PROPOSALS FOR STREET STRIPING MAINTENANCE SERVICES

*City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270*

In addition, Contractor shall provide a PDF formatted document containing the proposal on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

*City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270*

A Mandatory pre-proposal conference will be held at 10:00 a.m. on Thursday, February 14, 2019 at the City Hall, 4319 E. Slauson Avenue, City of Maywood, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Maywood department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or

responses. With the exception of inquiries received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Maywood hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Maywood reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF MAYWOOD

David Mango, Director of Building and Planning

ESTIMATED SCHEDULE OF EVENTS

STREET STRIPING MAINTENANCE SERVICES

SCHEDULE OF EVENTS

JANUARY 10, 2019	REQUEST FOR PROPOSAL (RFP) RELEASE
FEBRUARY 8, 2019	LAST DAY FOR SUBMISSION OF QUESTIONS
FEBRUARY 14, 2019 10:00 AM	MANDATORY PRE-PROPOSAL CONFERENCE
FEBRUARY 28, 2019	RFP DUE DATE
MARCH 11-15, 2019	INTERVIEWS HELD WITH SHORT- LIST OF CONTRACTORS
MARCH 22, 2019	FINAL CONTRACTOR SELECTION
MARCH 27, 2019	CITY COUNCIL APPROVAL
APRIL 8, 2019	NOTICE TO PROCEED
APRIL 15, 2019	FIRST DATE OF SERVICE

SECTION 1

INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be in writing and must be received by the City of Maywood, Office of the City Clerk by 2:00 p.m. on Thursday, February 28, 2019 via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "STREET STRIPING MAINTENANCE SERVICES".

Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

*City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270*

In addition, Contractor shall provide a PDF formatted document containing the proposal on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the Contractor.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed

Proposal shall be without interlineations, alterations, or erasures. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Maywood. It shall be the right of the City of Maywood to accept or reject any portion of the submitted requests.

Proposal documents shall be deemed to include by reference each and every one of the following:

Request for Proposal (RFP)
Addenda to RFP
All other required forms

Proposals should include but are not limited to the following items:

- I. Description of the Firm's Qualifications
 - i. Organization
 - ii. Credentials
 - iii. Past experience
 - iv. Qualifications
 - v. List of comparable services provided for other municipalities
 - vi. Financial information demonstrating solvency
- II. Description of Proposed Staff for Project
 - i. Project Manager
 - ii. Other Key Staff
 - iii. Short Personal Resumes
 - iv. Proposed Project Organization Chart
- III. Description of Firm's Understanding of the Request for Proposal and Project
 - i. Scope of Work
 - ii. Legal Requirements
 - iii. Service Operation
 - iv. Project Tasks
 - v. Approaches/Methods to Accomplish Tasks
 - vi. Description of the equipment to be utilized in accomplishing project tasks
 - vii. Requested Plans and Schedules
- IV. References with Contact Information
- V. Other information deemed relevant by the Bidding Firm
- VI. Completed Price Sheet
- VII. Required Certifications and Statement of Insurability
- VIII. Completed Transmittal Letter

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this

RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Contractor's own risk. A Contractor shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Contractor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Contractor to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory pre-proposal conference will be held at 10:00 a.m. on Thursday, February 14, 2019 at the City Hall, 4319 E. Slauson Avenue, City of Maywood, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Manuel Gomez, Project Manager no later than 4:00 pm, February 8, 2019. No questions will be answered individually by the City of Maywood.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for STREET STRIPING MAINTENANCE SERVICES." Questions may be faxed to (323) 773-2806 or emailed to cmgomez@interwestgrp.com, **ATTENTION:** Manuel Gomez, Project Manager. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Contractors in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.6 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent to Street Striping Maintenance Services.

IP.7 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Contractor shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.8 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Contractor in:

- Preparing the Proposal in response to this invitation
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Contractor prior to date of award

IP.9 CITY OF MAYWOOD RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.

- b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Contractor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
- 2. Reject any Proposal that in the opinion of the City is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
- 3. Accept all or any part of a Proposal.
- 4. Cancel the entire RFP.
- 5. Issue subsequent RFPs and work orders.
- 6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.10 LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

IP.11 COMPLIANCE WITH LAW

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

IP.12 CONFIDENTIALITY AND PUBLIC RECORD

All Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.13 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime contractor subcontractor basis rather than as a joint venture. City of Maywood intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Contractors may be considered collusive and may be rejected as non-responsive.

IP.14 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.15 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.16 PRICE/COST SHEETS

Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the specification/scope of work included herein. The contractor must also supply the percentage markup for materials ordered.

IP.17 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due date.
7. Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.18 INCORPORATION OF PROPOSAL INTO AGREEMENT

The Contractor's response to the Request for Proposal including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Contractor.

IP.19 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that "lowest responsible and responsive bidder" pursuant to the requirements set forth in the City's Purchasing Ordinance and whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Maywood. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the STREET STRIPING MAINTENANCE SERVICE submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:

Maximum of twenty-five percent (25%)

- i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
 - a. Service Planning.
 - b. Contractor's current operating capacity and how the City of Maywood could potentially affect its operation.
- ii) Relevant experience and references with contracts demonstrating capacity and ability to perform the required services.
- iii) Description of the performance standards the Contractor has established for its contract operations.
- iv) Ability to comply with all requirements within RFP.
- v) Demonstration of adequate financial resources. Free of liens and encumbrances that could potentially affect a contract with the City of Maywood.

Qualifications of Staff, Operations, Facility, and Resources:

Maximum of twenty-five percent (25%)

- i) Organizational structure in terms of its effective use of personnel and time.
- ii) Quality of proposed administration and reporting competencies.
 - a. Incident/accident reporting
 - b. Customer complaint resolution
 - c. Reports of work performed
- iii) Thoroughness of Contractor operating policies and procedures. Quality and condition of proposed equipment.
- iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.
- v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.

Operating Methodology and Practices:

Maximum of twenty-five percent (25%)

- i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.

- ii) Demonstration of Contractor's comprehension of Best Management Practices in the items of work under this contract.
- iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
- iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
- v) Work Plan which delineates the approach Contractor will utilize to complete the work.

Cost Effectiveness:

Maximum of twenty-five percent (25%)

The standard proposal form requires a firm fixed price per month with an estimate of man-hours per month and number and titles of crew and supervisor. These prices shall include all direct and indirect costs. The proposed costs, as provided on the Price/Cost Sheet form, *will be evaluated as the Contractor's most favorable terms and conditions.*

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to that "lowest responsible and responsive bidder" pursuant to the requirements set forth in the City's Purchasing Ordinance and whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City.

The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFPs.

An Evaluation Committee comprised of City of Maywood staff and/or other Municipality staff members in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate a contract offering the most favorable terms to the City. However, negotiations may or may not be conducted; therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or City Administrator has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.21 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the contract with the City, contractor agrees to conduct outreach in the City of Maywood and give preference for qualified applicants residing in the City of Maywood. Contractor shall provide evidence of job recruitment.

SECTION 2

GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes

City: The City of Maywood, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Contractor to generate the results defined, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications

GC.2 ASSIGNMENT AND SUBCONTRACTORS

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in

part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Contractor prior to commencement of any work. The contractor will be required to comply with all terms and conditions of the agreement.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Contractor has knowledge that any actual or potential labor dispute may delay the award of this RFP, Contractor shall immediately notify and submit all relevant information to the City of Maywood. Contractor shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Maywood City Administrator. In connection with any such appeal, the successful Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Contractor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of

or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Contractor.

GC.10 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to renew the contract with the contractor for one-year extensions for an additional two years. The contract is subject to and contingent upon funds being appropriated by the

City Council for each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Contractor liquidated damages.

GC.12 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars (\$500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Contractor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

GC.15 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Maywood, at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to the City of Maywood, for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Maywood, Office of the City Clerk, 4319 E. Slauson Avenue, Maywood, CA 90270.

GC.18 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies, materials, and services provided by successful Contractor. The details required will be a listing of the actual work completed including location, type of work completed, and man-hours. A list of materials purchased with quantity slips shall be provided and reimbursed will be made with the percentage markup as identified in the bid.

City shall pay all undisputed portions of the invoice within thirty (30) calendar days after approval of the invoice in accordance with its standard warrant procedures. Clear

reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the contractor's taxpayer identification number.

GC.19 ANNUAL COST ADJUSTMENT

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area", all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.20 NON-RESTRICTIVE CLAUSES

If applicable, wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Contractor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.21 INSURANCE

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's 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 the Contractor and the 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 the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 of the Agreement to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim City Manager or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 of the Agreement to the Contract Officer. No work or

services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3 of the Agreement.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1 of the Agreement, and such certificates and endorsements shall be provided to City.

GC.22 CERTIFICATE OF NON-COLLUSION

Contractor must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by

collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Contractor shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Contractor expense of same.

However, the successful Contractor will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

GC.25 WARRANTIES

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

- The Agreement and any written amendment thereto
- General Conditions
- Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.27 REGULATORY BOARDS

Contractor must comply with regulations and rules adopted by the California Air Resources Board and California Regional Water Quality Control Board as well as any other applicable federal, state, and local environmental laws.

SECTION 3

GENERAL REQUIREMENTS

The following are general requirements for the STREET STRIPING MAINTENANCE SERVICES.

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: scheduling, schedule adherence checks, complaint investigation and response, report writing, budgeting, materials procurement and training.

GR.1 Qualifications of Contractor

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Contractor must:

- 1.1 Be a company specializing in striping maintenance, including MUTCD installation and have at least five (5) years' experience in these areas of service.
- 1.2. Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.
- 1.3 Commit sufficient staffing, equipment, and materials to perform the work required without subcontracting.
- 1.4. If the work force is independent contractors, Contractor shall clearly indicate this in the proposal.
- 1.5 An organizational chart must be submitted.
- 1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.
- 1.7 Possess all current Contractors Licenses from the California Contractors State License Board that are applicable to the type of work being completed.

GR.2 Records

- 2.1 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to the costs while performing under this agreement and shall make such materials available at its office at all reasonable times during the term of this agreement and for three (3) years from the date of final payment for inspection by the City and copies of thereof shall be promptly furnished to the City upon request.
- 2.2 Environmental Compliance Records. Contractor shall also maintain adequate records to demonstrate compliance with Best Management Practices and established environmental standards.
- 2.3 Inspection of Records. The City reserves the right to audit all of the Contractor's records related to the work performed under this contract.

GR.3 Reports and Communications

- 3.1 Incident Reports. The successful contractor shall be required to complete "Incident Reports" arising out of any unusual occurrences during performance of this contract. Such reports must be submitted to City of Maywood for review within forty-eight (48) hours and shall be submitted after incidents such as complaints, requests, damaged personal and/or public property, or environmentally sensitive discharges and observations within the public right of way.
- 3.2 Accident Reports. Any vehicle accidents or personal injury occurring during or as a result of this contract shall be reported to City of Maywood by telephone immediately during normal business hours or not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.
- 3.3 Management Reports. The Contractor shall furnish a report with each month's billing giving the amount and type of work completed, the location of the work completed, and any and all materials and equipment utilized in the completion of the work. The contractor will also provide any additional reports requested by the City.
- 3.4 Criticism and Initiative. The Contractor shall work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Contractor shall also make recommendations to the City for maintenance work that may be required as part of maintenance and operations of the public infrastructure.
- 3.5 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. Complaints and their resolution shall be reported to the City of Maywood within 10 days of their receipt.

GR.4 Personnel Practices

- 4.1 Fair Employment Practices. The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.
- 4.2 Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to work safety.
- 4.3 Contractor shall also comply with California Department of Motor Vehicles (DMV) "Pull Notice" Practices Program if applicable to the operating of all equipment.
- 4.4 Contractor shall comply with any mandatory drug testing procedures required by the California Department of Transportation for any employee operating a vehicle requiring a commercial driver's license used in the provision of the services specified in this Request for Proposals.
- 4.5 Contractor shall provide sufficient in service training to the personnel working in the provision of service specified in this Request to assure awareness of and compliance with Storm Water Pollution Best Management Practices.

GR.5 Equipment

- 5.1 Contractor shall furnish sufficient Equipment to permit the proper completion of the work as specified in this Request for Proposals. Such Equipment shall comply with the rules and standards established by the South Coast Air Quality Management District section 1186 and 1186.1 and any rules adopted during the term of the contract.
- 5.2 Contractor shall furnish sufficient materials to complete each maintenance, restoration, or rehabilitation project to the standards acceptable to the City and to the Standards and Specifications as identified in the latest Edition of the APWA Greenbook Standards. Such materials shall comply with any applicable environmental standards and rules adopted by the South Coast Air Quality Management District, the California Regional Water Quality Control Board and any other regulatory agency that has jurisdiction over the services being provided.
- 5.3 Telephone. Contractor shall furnish a telephone number to receive customer comments and requests regarding the Services required in this Request for Proposals. Personnel shall be available to answer this telephone from 7:00 AM to 6:00 PM Monday through Friday except those days designated by the City of Maywood as official Holidays.

GR.6 Penalties and Incentives

6.1 Service Complaint Penalties.

Contractor will be allowed no more than three substantiated complaints per month regarding work that has been completed by the Contractor. The City will levy a \$100.00 penalty for each substantiated complaint above that threshold.

6.2 Service Incentives.

- a) The City desires that the Contractor seek to optimize the provision of the services specified herein. Should the Contractor furnish the services at a fixed unit cost less than the bid amount, then the City and the Contractor shall split the amount of the cost reduction fifty-fifty thereby providing the Contractor with an incentive for any efficiency achieved.
- b) The above referred efficiency shall not cause any reduction in the quality of the work to be completed, or the safety of the public during the completion of the work.

SECTION 4

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET STRIPING MAINTENANCE SERVICES.

This scope of work is to provide for the City Street Striping Maintenance Services. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

The work to be performed or executed under these specifications consists of the painting and application of traffic striping, pavement markers, curb markings and other incidental and appurtenant work necessary. The Contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to complete the work.

The annual repainting of painted traffic stripes, legends, and other pavement markings; placing of pavement markers; "spot work" such as modifying existing traffic markings; repair, modification, new installation, and replacement of thermoplastic, and painted markings. The type of materials may include but not be limited to, thermoplastic, and/or paint as directed.

The Contractor's attention is directed to the possibility that removals may be required by the City. All removals of existing striping shall be completed either by sand blasting or grinding as directed by the City.

Contract work to be performed at various locations within the City. Work requests to the Contractor shall include: type of striping, exact location, preference of schedule for work to be performed, linear footage, and any other information pertinent to the work to be performed. All work requests to the Contractor will be approved by and issued directly from the City Project Manager. Work Requests and Authorization shall be provided to the Contractor via written Notice to Proceed (NTP).

SP.1 BACKGROUND

The City of Maywood is located in the southeastern portion of Los Angeles County. The City has an estimated population of 27,000 residents and covers an area of approximately 1.2 square miles. Based on extrapolations from the GIS mapping system, the City of Maywood has approximately 47 lane miles of streets. The commercial area of the City includes the following streets Slauson Avenue and Atlantic Avenue.

SP.2 QUALIFICATIONS AND RELATED WORK EXPERIENCE

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. The Contractor must have a current license as C-32 (Parking and Highway Improvement Contractor) and/or a General Engineering Contractor (A) as defined by the California Department of Consumer Affairs Contractors State License Board (CSLB).

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION

The Contractor shall demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide street striping maintenance services. Contractor shall list the personnel that will

be assigned to perform the specified services. In addition, Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED

Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET

Contractor shall meet with the Designated City Representative weekly to discuss and establish the work schedule and priorities for the week. The work schedule may be adjusted throughout the week to meet changing demands and budget.

SP.6 CONTRACTOR AVAILABILITY

Contractor and the Contractor's crews/personnel are to act as an extension of City staff, and as such, must be available to work nights and weekends if required.

SP.7 PLANS AND TECHNICAL SPECIFICATIONS

All work shall be completed in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), latest Edition, which may be modified or supplemented by these Technical Provisions.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications:

- Standard Plans for Public Works Construction Sections 210-1.6 through 210-1.6.5
- Standard Plans for Public Works Construction Section 214
- Standard Plans for Public Works Construction Section 310-5.6 through 310-5.6.10

Changes and Modifications to the Standard Specifications are as follows:
Standard Specifications Section 310-5.6.9 "Protection of Work, Workers, and the Public" shall apply except as modified and supplemented below:

Add:

"Drips, overspray, improper markings shall be immediately removed from the pavement surface by methods approved by the Project Manager."

"The Contractor shall protect his work until the paint is thoroughly dried Painted traffic stripes and pavement markings completed under this Contract."

Remove:

"In areas of high traffic volume, the Contractor shall schedule work to paint traffic lines and markings in off-peak traffic hours or on weekends."

Replace with the following:

All striping work requested by the City shall be completed by the contractor during business hours from Monday to Friday only.

SP.8 QUALITY CONTROL

Application of applied traffic paint per shall be per Tables 310-5.65 (A) 310-5.65 (B) as contained within the Standard Plans for Public Works Construction. Test method shall be by both standardized wet film gauge and by post inspection caliper measurement of standardized aluminum sheet.

Typically, the Engineer or his designee shall place randomly placed strips of .080 aluminum sheet in areas scheduled to be painted. A measurement shall be taken before and after paint application. Areas found to be under the specified dry film thickness shall be repainted as directed and any costs associated with the corrective work shall be without additional compensation.

SP.9 TRAFFIC CONTROL

During the course of fulfilling the terms of this contract, the Contractor shall provide effective traffic control within reason. Contactor shall perform temporary traffic control as outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) which is available through Building News at (714) 517-0970, unless otherwise authorized by the City Maintenance Superintendent.

SP.10 RESPONSE TIMES AND LIMITS

All Work shall commence within 5 working days of the request for service and shall be continuously pursued until completed as authorized by the Project Manager. Requests for service shall be to the Public Works Coordinator by e-mail, facsimile or telephone call and MAPCON Work Order System (the City's web based work order tracking system). Any request requiring service in 24 hours or less shall be considered emergency work.

SP.11 HOURS OF OPERATION

Operations are normally restricted to the hours of 8:00 am to 4:00 p.m. Monday through Friday except legal holidays, or as designated by the City.

SP.12 WATER POLLUTION CONTROL

Best Management Practices (BMPs). The Contractor shall have a readily accessible copy of the BMPs publication at the job site at all times.

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service 1700 Jefferson Street
Oakland, Ca. 94612
Telephone (510) 444-6771

Los Angeles County Department of Public Works Cashier's Office
900 S. Fremont Avenue Alhambra, Ca. 91803
Telephone (626) 456-6959

SECTION 5

SAMPLE FORM OF CONTRACT

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF MAYWOOD,
A MUNICIPAL CORPORATION**

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF MAYWOOD, CALIFORNIA
AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20____ by and between the City of Maywood, a municipal corporation ("City") and _____, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Maywood's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the 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, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any

non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

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" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, 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, and shall post copies at the Contractor's principal place of business and at the project site. 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 Contractor shall abide by the following labor laws:

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its

subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken

or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

City shall have the right to have similar work completed by other contractors at the discretion of the City.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements".

COMPENSATION AND METHOD OF PAYMENT.

1.12 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the Exhibit entitled "Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

1.13 Method of Compensation.

The method of compensation shall include payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum.

Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for construction materials approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

1.14 Invoices.

Each month, Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

1.15 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 2. PERFORMANCE SCHEDULE

2.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

2.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A" SP.10 and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes,

wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

2.5 Term.

Unless earlier terminated in accordance with GC 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof.

ARTICLE 3. COORDINATION OF WORK

3.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

3.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or 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 under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

3.5 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 4. INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's 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 the Contractor and the 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 the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

4.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

4.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(d) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(e) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(f) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

4.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

4.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have

access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

5.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

6.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "C"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

6.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the

reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

7.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF MAYWOOD, City Hall, 4319 E. Slauson Avenue, Maywood, California 90270 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and

understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MAYWOOD, a municipal corporation

Donald Wagner, Interim City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney
Richards Watson and Gershon Law

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S) _____

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL

- ☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S) _____

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐

OTHER _____

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SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A" TO AGREEMENT
SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET STRIPING MAINTENANCE SERVICES.

This scope of work is to provide for the City Street Striping Maintenance Services. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

The work to be performed or executed under these specifications consists of the painting and application of traffic striping, pavement markers, curb markings and other incidental and appurtenant work necessary. The Contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to complete the work.

The annual repainting of painted traffic stripes, legends, and other pavement markings; placing of pavement markers; "spot work" such as modifying existing traffic markings; repair, modification, new installation, and replacement of thermoplastic, and painted markings. The type of materials may include but not be limited to, thermoplastic, and/or paint as directed.

The Contractor's attention is directed to the possibility that removals may be required by the City. All removals of existing striping shall be completed either by sand blasting or grinding as directed by the City.

Contract work to be performed at various locations within the City. Work requests to the Contractor shall include: type of striping, exact location, preference of schedule for work to be performed, linear footage, and any other information pertinent to the work to be performed. All work requests to the Contractor will be approved by and issued directly from the City Project Manager. Work Requests and Authorization shall be provided to the Contractor via written Notice to Proceed (NTP).

SP.1 BACKGROUND

The City of Maywood is located in the southeastern portion of Los Angeles County. The City has an estimated population of 27,000 residents and covers an area of approximately 1.2 square miles. Based on extrapolations from the GIS mapping system, the City of Maywood has approximately 47 lane miles of streets. The commercial area of the City includes the following streets Slauson Avenue and Atlantic Avenue.

SP.2 QUALIFICATIONS AND RELATED WORK EXPERIENCE

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. The Contractor must have a current license as C-32 (Parking and Highway Improvement Contractor) and/or a General Engineering Contractor (A) as defined by the California Department of Consumer Affairs Contractors State License Board (CSLB).

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION

The Contractor shall demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to

provide street striping maintenance services. Contractor shall list the personnel that will be assigned to perform the specified services. In addition, Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED

Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET

Contractor shall meet with the Project Manager weekly to discuss and establish the work schedule and priorities for the week. The work schedule may be adjusted throughout the week to meet changing demands and budget.

SP.6 CONTRACTOR AVAILABILITY

Contractor and the Contractor's crews/personnel are to act as an extension of City staff, and as such, must be available to work nights and weekends if required.

SP.7 PLANS AND TECHNICAL SPECIFICATIONS

All work shall be completed in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), latest Edition, which may be modified or supplemented by these Technical Provisions.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications:

- Standard Plans for Public Works Construction Sections 210-1.6 through 210-1.6.5
- Standard Plans for Public Works Construction Section 214
- Standard Plans for Public Works Construction Section 310-5.6 through 310-5.6.10

Changes and Modifications to the Standard Specifications are as follows:
Standard Specifications Section 310-5.6.9 "Protection of Work, Workers, and the Public" shall apply except as modified and supplemented below:

Add:

"Drips, overspray, improper markings shall be immediately removed from the pavement surface by methods approved by the Project Manager."

"The Contractor shall protect his work until the paint is thoroughly dried Painted traffic stripes and pavement markings completed under this Contract."

Remove:

"In areas of high traffic volume, the Contractor shall schedule work to paint traffic lines and markings in off-peak traffic hours or on weekends."

Replace with the following:

All striping work requested by the City shall be completed by the contractor during business hours from Monday to Friday only.

SP.8 QUALITY CONTROL

Application of applied traffic paint per shall be per Tables 310-5.65 (A) 310-5.65 (B) as contained within the Standard Plans for Public Works Construction. Test method shall be by both standardized wet film gauge and by post inspection caliper measurement of standardized aluminum sheet.

Typically, the Engineer or his designee shall place randomly placed strips of .080 aluminum sheet in areas scheduled to be painted. A measurement shall be taken before and after paint application. Areas found to be under the specified dry film thickness shall be repainted as directed and any costs associated with the corrective work shall be without additional compensation.

SP.9 TRAFFIC CONTROL

During the course of fulfilling the terms of this contract, the Contractor shall provide effective traffic control within reason. Contractor shall perform temporary traffic control as outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) which is available through Building News at (714) 517-0970, unless otherwise authorized by the City Maintenance Superintendent.

SP.10 RESPONSE TIMES AND LIMITS – SCHEDULE OF PERFORMANCE

All Work shall commence within 5 working days of the request for service and shall be continuously pursued until completed as authorized by the Project Manager. Requests for service shall be to the Public Works Coordinator by e-mail, facsimile or telephone call and MAPCON Work Order System (the City's web based work order tracking system). Any request requiring service in 24 hours or less shall be considered emergency work.

SP.11 HOURS OF OPERATION

Operations are normally restricted to the hours of 8:00 am to 4:00 p.m. Monday through Friday except legal holidays, or as designated by the City.

SP.12 WATER POLLUTION CONTROL

Best Management Practices (BMPs). The Contractor shall have a readily accessible copy of the BMPs publication at the job site at all times.

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service 1700 Jefferson Street
Oakland, Ca. 94612
Telephone (510) 444-6771

Los Angeles County Department of Public Works Cashier's Office
900 S. Fremont Avenue Alhambra, Ca. 91803
Telephone (626) 456-6959

EXHIBIT B TO AGREEMENT

FEE SCHEDULE

For the term of this Agreement, City agrees to compensate Contractor and Contractor agrees to accept in full satisfaction for the services performed and items provided, compensation based on the unit prices set forth in this Exhibit B.

The maximum amount of compensation provided to Contractor shall not exceed \$45,000.

DESCRIPTION		ORANGE COUNTY STRIPING				
		THERMO	THERMO	PAINT	PAINT	MMA
Stripe- solid yellow 4"	Lin. Ft.	0.42	\$ -	0.14	\$ -	
Stripe- broken yellow 4"	Lin. Ft.	0.38	\$ -	0.09	\$ -	
Stripe- double yellow 4"	Lin. Ft.	0.75	\$ -	0.16	\$ -	
Stripe- solid white 4"	Lin. Ft.	0.42	\$ -	0.11	\$ -	
Stripe- broken white 4"	Lin. Ft.	0.38	\$ -	0.09	\$ -	
Stripe- solid white 6"	Lin. Ft.	0.60	\$ -	0.13	\$ -	
Stripe- broken white 6"	Lin. Ft.	0.53	\$ -	0.12	\$ -	
Stripe- solid white 8"	Lin. Ft.	0.72	\$ -	0.15	\$ -	
Stripe- broken white 8"	Lin. Ft.	0.65	\$ -	0.13	\$ -	
Stripe- solid white line 12"	Lin. Ft.	2.50	\$ -	0.75	\$ -	2.39
Stripe- solid yellow line 12"	Lin. Ft.	2.50	\$ -	0.75	\$ -	2.85
Legend- 10' triple arrow symbol	Ea	150.00	\$ -	28.00	\$ -	115.00
Legend- bike lane symbol	Ea	75.00	\$ -	30.00	\$ -	650.00
Legend- BIKE LAHE	Ea	100.00	\$ -	40.00	\$ -	80.00
Legend- BUMP	Ea	100.00	\$ -	32.00	\$ -	80.00
Legend- BUS ONLY	Ea	175.00	\$ -	56.00	\$ -	140.00
Legend- diamond symbol	Ea	60.00	\$ -	20.00	\$ -	40.00
Legend- DIP	Ea	75.00	\$ -	24.00	\$ -	60.00
Legend- END (signs only)	Ea	75.00	\$ -	24.00	\$ -	60.00
Legend- KEEP CLEAR	Ea	225.00	\$ -	72.00	\$ -	180.00
Legend- LEFT TURN OK International Arrow	Ea	300.00	\$ -	90.00	\$ -	250.00
Legend- LEFT TURN ONLY International Arrow	Ea	350.00	\$ -	106.00	\$ -	290.00
Legend- ONLY	Ea	100.00	\$ -	32.00	\$ -	80.00
Legend- PED XING	Ea	175.00	\$ -	56.00	\$ -	140.00
Legend- RIGHT TURN OK International Arrow	Ea	300.00	\$ -	90.00	\$ -	250.00
Legend- RIGHT TURN ONLY International Arrow	Ea	350.00	\$ -	106.00	\$ -	290.00
Legend- SCHOOL XING	Ea	250.00	\$ -	80.00	\$ -	200.00
Legend- SIGNAL AHEAD	Ea	275.00	\$ -	88.00	\$ -	220.00
Legend- SLOW	Ea	100.00	\$ -	32.00	\$ -	80.00
Legend- SLOW SCHOOL XING	Ea	350.00	\$ -	112.00	\$ -	280.00
Legend- STOP	Ea	100.00	\$ -	32.00	\$ -	80.00
Legend- STOP AHEAD	Ea	225.00	\$ -	72.00	\$ -	180.00
Legend- YIELD	Ea	125.00	\$ -	40.00	\$ -	100.00
Legend- 10' arrow Caltrans Type One Way	Ea	65.00	\$ -	12.00	\$ -	52.00
Legend- 15' arrow, Caltrans Type IV Lane Drop Arrow	Ea	125.00	\$ -	25.00	\$ -	75.00
Legend- 8' bike lane arrow, symbol	Ea	125.00	\$ -	40.00	\$ -	100.00
Legend- SLOW SCHOOL XING	Ea	350.00	\$ -	112.00	\$ -	280.00
Legend- 15 MPH	Ea	125.00	\$ -	40.00	\$ -	100.00
Legend- 20 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 25 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 30 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 35 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 40 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 45 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Legend- 50 MPH	Ea	125.00	\$ -	40.00	\$ -	40.00
Bike Lane Sharrow	Ea	125.00		40.00		40.00
Green painted lane markings for bike lanes	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Neutral Area Markings	Ea	-		-		-

Fee Schedule continued on next page -

FEE SCHEDULE

(continued)

Neutral Area Markings			ORANGE COUNTY STRIPING			
	Ea	-				
Crosswalk- multiple 2' by 8' bars- price per bar	Ea	65.00	\$ -	15.00	\$ -	15.00
**RPM- Blue	Ea	5.00		-		-
**RPM- Red	Ea	3.25		-		-
**RPM- White	Ea	3.25		-		-
**RPM- Bi-Color	Ea	3.25		-		-
**RPM- Non-reflective round white (Bolt's dots)	Ea	2.50		-		-
Curb-Red	Lin. Ft.	-		0.80	\$ -	-
Curb-White	Lin. Ft.	-		0.75	\$ -	-
Curb-Yellow	Lin. Ft.	-		0.80	\$ -	-
Curb-Green	Lin. Ft.	-		0.80	\$ -	-
Curb Stenciling- 4" letter height, per letter	Ea	2.00	\$ -	-	\$ -	-
Q marker	Ea	27.00	\$ -	-	\$ -	-
K marker	Ea	27.00	\$ -	-	\$ -	-
**Glue down delineator, tubular	Ea	35.00	\$ -	-	\$ -	-
**Glue down delineator, blade type, flexible	Ea	35.00	\$ -	-	\$ -	-
			\$ -		\$ -	
Mobilization Minimums*						
*Minimum mobilization charge- 8am to 5pm M-F	Lump Sum	1,250.00	*			
*Minimum mobilization charge -5pm to 8am M-F	Lump Sum	1,250.00	*			
*Minimum mobilization charge- Weekends 8am to 5pm	Lump Sum	1,500.00	*			
*Minimum mobilization charge- Weekends 5pm to 8am	Lump Sum	1,500.00	*			
*Minimum mobilization charge Holiday - 8am to 5pm	Lump Sum	2,500.00	*			
*Minimum mobilization charge Holiday - 5pm to 8am	Lump Sum	2,500.00	*			
*Minimum mobilization charge Emergency	Lump Sum	1,250.00	*			
*Daily charge per crew size:						
2-man crew		1,085.00				
3-man crew		1,680.00				
4-man crew		2,280.00				

*City will reimburse Contractor for the cost of the required Payment Bond, up to a maximum of five hundred dollars (\$500.00). Contractor must submit copy of the payment receipt for the bond together with the invoice for reimbursement.

EXHIBIT C

STREET STRIPING MAINTENANCE SERVICES

PRICE/COST SHEET

1. Provide a sample cost schedule for the different types of striping details, etc. that you determine to be a good representation of the typical items expected to be used during the term of the contract in the following format (the following is for example only):

Striping

Detail (ie Caltrans or MUTCD)	UNIT	PRICE Per Unit
Detail 1	LF	\$ _____
Detail 2	LF	\$ _____
Detail 3	LF	\$ _____
Etc.	LF	\$ _____

2. Provide a rate sheet showing all positions and their associated hourly rates.

Company: _____

Signature: _____ Date: _____

EXHIBIT E

STREET STRIPING MAINTENANCE SERVICES

LETTER OF TRANSMITTAL

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270

SUBJECT: STREET STRIPING MAINTENANCE SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Maywood to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Maywood within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Maywood will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

Contractors Name

Business Address _____

Contact Person _____

Phone _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

EXHIBIT F

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	----------------------------------	--------------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT G

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	----------------------------------	--------------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$_____ applies to all coverage(s) except: _____ (if none, so state).

The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT H

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insure' limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	----------------------------------	--------------------------------

- | | | |
|---|--|--|
| ☐ Following Form | | |
| ☐ Umbrella Liability | | |
| ☐ _____ | | |

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (check one) of \$_____ applies to all coverage(s) except: _____ (if none, so state).

The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT I

STREET STRIPING MAINTENANCE SERVICES

NON-COLLUSION AFFIDAVIT

To: The City of Maywood:

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or than anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature _____

State of California)
) ss.
County of)

Subscribed and sworn to before me this ____ day of _____. 2018.

Notary Public in and for the County of _____, State of California.

My Commission expires _____, 20____.

EXHIBIT J

STREET STRIPING MAINTENANCE SERVICES

CERTIFICATION OF NON-DISCRIMINATION

(To be submitted with Proposal Form)

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

BIDDER

By:

(Name and title of person making certification)

Date



**ADDENDUM No. 2
for
STREET STRIPING MAINTENANCE SERVICES**

February 19, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

The mandatory pre-bid meeting is rescheduled to **Monday, February 25, 2019 at 11:00 a.m.** at Maywood City Hall, 4319 E. Slauson Avenue, Maywood, CA. **Attendance at the pre-bid meeting is mandatory in order to submit a bid proposal.**

Exhibit C of Section 6 has been amended and is attached to this addendum.

Please acknowledge receipt of this and all addenda within your proposal.

EXHIBIT C

STREET STRIPING MAINTENANCE SERVICES

PRICE/COST SHEET

- Provide a cost schedule for the different types of striping details (includes cost for materials and labor for installation) expected to be used and mobilization costs during the term of the contract in the following format (the following is for example only and evaluation purposes; additional items are encouraged to be listed by the Contractor if deemed appropriate, but will not be used for the purposes of evaluating this proposal):

Description	Unit	Price	
		Thermoplasitc	Paint
Stripe - Solid Yellow 4"	LF	\$	\$
Stripe - Broken Yellow 4"	LF	\$	\$
Stripe - Double Yellow 4"	LF	\$	\$
Stripe - Solid White 4"	LF	\$	\$
Stripe - Broken White 4"	LF	\$	\$
Stripe - Solid White 6"	LF	\$	\$
Stripe - Solid White 8"	LF	\$	\$
Stripe - Broken White 8"	LF	\$	\$
Stripe - Solid White 12"	LF	\$	\$
Stripe - Solid Yellow 12"	LF	\$	\$
Legend - 10' Triple Arrow Symbol	EA	\$	\$
Legend - Bike Lane Symbol	EA	\$	\$
Legend - BUMP	EA	\$	\$
Legend - BUS ONLY	EA	\$	\$
Legend - Diamond Symbol	EA	\$	\$
Legend - DIP	EA	\$	\$
Legend - END (signs only)	EA	\$	\$
Legend - KEEP CLEAR	EA	\$	\$
Legend - LEFT TURN OK International Arrow	EA	\$	\$
Legend - LEFT TURN ONLY International Arrow	EA	\$	\$
Legend - ONLY	EA	\$	\$
Legend - PED XING	EA	\$	\$
Legend - RIGHT TURN OK International Arrow	EA	\$	\$
Legend - RIGHT TURN ONLY International Arrow	EA	\$	\$
Legend - SCHOOL XING	EA	\$	\$
Legend - SIGNAL AHEAD	EA	\$	\$
Legend - SLOW	EA	\$	\$
Legend - SLOW SCHOOL XING	EA	\$	\$
Legend - STOP	EA	\$	\$
Legend - STOP AHEAD	EA	\$	\$
Legend - YIELD	EA	\$	\$
Legend - 10' arrow Caltrans Type One Way	EA	\$	\$
Legend - 15' arrow Caltrans Type IV Lane Drop Arrow	EA	\$	\$
Legend - 8' Bike Lane Arrow, Symbol	EA	\$	\$
Legend - SLOW SCHOOL XING	EA	\$	\$
Legend - 15 MPH	EA	\$	\$
Legend - 20 MPH	EA	\$	\$
Legend - 25 MPH	EA	\$	\$

Price/Cost Sheet continued on next page

Description	Unit	Price	
		Thermoplastic	Paint
Legend - 30 MPH	EA	\$	\$
Legend - 35 MPH	EA	\$	\$
Legend - 40 MPH	EA	\$	\$
Legend - 45 MPH	EA	\$	\$
Legend - 50 MPH	EA	\$	\$
Bike Lane Sharrow	EA	\$	\$
Green Painted Lane Markings for Bike Lanes	SF	\$	\$
Crosswalk - Multiple 12" White or Yellow Lines	LF	\$	\$
Neutral Area Markings	EA	\$	\$
RPM - Blue	EA	\$	\$
RPM - Red	EA	\$	\$
RPM - White	EA	\$	\$
RPM - Bi-Color	EA	\$	\$
RPM - Non-Reflective Round White (Bott's Dots)	EA	\$	\$
RPM - Non-Reflective Round Yellow (Bott's Dots)	EA	\$	\$
Curb - Red	LF	\$	\$
Curb - White	LF	\$	\$
Curb - Yellow	LF	\$	\$
Curb - Green	LF	\$	\$
Curb Stenciling - 4" Letter Height, Per Letter	EA	\$	\$
Q Marker	EA	\$	\$
K Marker	EA	\$	\$
Glue Down Delineator, Tubular	EA	\$	\$
Glue Down Delineator, Blade Type, Flexible	EA	\$	\$

Note: The unit price for Thermoplastic Paint shall include complete removal and disposal of existing thermoplastic material prior to applying new thermoplastic paint.

Mobilization Minimums	Units	Price
Minimum Mobilization Charge - 8AM to 5PM M-F	Lump Sum	\$
Minimum Mobilization Charge - 5PM to 8AM M-F	Lump Sum	\$
Minimum Mobilization Charge - Weekends 8AM to 5PM	Lump Sum	\$
Minimum Mobilization Charge - Weekends 5PM to 8AM	Lump Sum	\$
Minimum Mobilization Charge - Holiday 8AM to 5PM	Lump Sum	\$
Minimum Mobilization Charge - Holiday 5PM to 8AM	Lump Sum	\$
Minimum Mobilization Charge - Emergency	Lump Sum	\$

Company: _____

Signature: _____ Date: _____

Proposal Evaluation Matrix
Street Striping Maintenance Services RFP Bid 19-218

J & S STRIPING				Average Score
Evaluator	1	2	3	
25% - Contractor Qualifications and Financial Stability	10	6	10	8.7
25% - Staff Qualifications, Operations, Facility, and Resources	9	9	10	9.3
25% - Operating Methodology and Practices	9	6	10	8.3
25% - Cost Effectiveness	10	10	10	10
Overall Score	38	31	40	36.3
STERNDAHL ENTERPRISES				Average Score
Evaluator	1	2	3	
25% - Contractor Qualifications and Financial Stability	10	6	10	8.7
25% - Staff Qualifications, Operations, Facility, and Resources	10	6	10	8.7
25% - Operating Methodology and Practices	10	6	10	8.7
25% - Cost Effectiveness	5	6	5	5.3
Overall Score	35	24	35	31.4



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

**BID PROPOSAL SELF CERTIFICATION
for
STREET STRIPING MAINTENANCE SERVICES**

Bid No. 19-218

Contractor, J & S STRIPING CO INC, hereby certifies under penalty of perjury, that:

1. Contractor has at least five (5) years of experience providing street striping maintenance services.
2. Contractor is financially sound.
3. Contractor possesses all current Contractors Licenses from the California Contractors State License Board that are applicable to the requested street striping maintenance services.
4. Contractor has the management qualifications, experienced staff, and organizational structure to provide the requested street striping maintenance services.
5. Contractor proposes to utilize an operating methodology consistent with Industry Best Practices to provide the requested street striping maintenance services.

J & S STRIPING CO INC

Company/Contractor

RA

Signature of Authorized Official

ROBERT ARAGON

Typed or Printed Name

PRESIDENT

Title

4-18-2019

Date



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

**BID PROPOSAL SELF CERTIFICATION
for
STREET STRIPING MAINTENANCE SERVICES**

Bid No. 19-218

Contractor, STERADALL ENT. INC., hereby certifies under penalty of perjury, that:

1. Contractor has at least five (5) years of experience providing street striping maintenance services.
2. Contractor is financially sound.
3. Contractor possesses all current Contractors Licenses from the California Contractors State License Board that are applicable to the requested street striping maintenance services.
4. Contractor has the management qualifications, experienced staff, and organizational structure to provide the requested street striping maintenance services.
5. Contractor proposes to utilize an operating methodology consistent with Industry Best Practices to provide the requested street striping maintenance services.

STERADALL ENTERPRISES INC.
Company/Contractor

[Signature]
Signature of Authorized Official

DENNIS R. STERADALL
Typed or Printed Name

VICE PRESIDENT
Title

4-17-19
Date

EXHIBIT E

STREET STRIPING MAINTENANCE SERVICES

LETTER OF TRANSMITTAL

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270

SUBJECT: STREET STRIPING MAINTENANCE SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Maywood to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Maywood within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Maywood will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:

<u>1</u>	Date <u>1-24-19</u>
<u>2</u>	Date <u>2-12-19</u>
<u>3</u>	Date <u>2-21-19</u>
<u>4</u>	Date <u>3-5-19</u>
<u>5</u>	Date <u>3-15-19</u>
_____	Date _____

Contractors Name STERNDAL ENTERPRISES INC

Business Address 11061 DRAKE RD ST.

SUN VALLEY CA. 91352

Contact Person DENNIS R. STERNDAHL

Phone 818 834-8199

Email Address DENNIS@STERNDAHL.COM

Signature of Authorized Official _____

DENNIS R. STERNDAHL
Typed or Printed Name

VICE PRESIDENT
Title

3-20-19
Date

Signature of Authorized Official

Typed or Printed Name

Title

Date

EXHIBIT I

STREET STRIPING MAINTENANCE SERVICES

NON-COLLUSION AFFIDAVIT

To: The City of Maywood:

State of California)
County of ~~San Diego~~ San Diego ss.

DENNIS R. STEWART VICE PRESIDENT of STEWART ENTERPRISES INC. being first duly sworn, deposes and says that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or than anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature [Signature]

State of California)
County of) ss.

SEE ATTACHED

Subscribed and sworn to before me this ____ day of ____, 2018.

Notary Public in and for the County of ____, State of California.

My Commission expires ____, 20__.

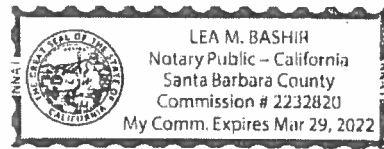
CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 20 day of March, 2019,
by Dennis R. Sterndahl, proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.

Lea M. Bashir
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

EXHIBIT J

STREET STRIPING MAINTENANCE SERVICES

CERTIFICATION OF NON-DISCRIMINATION
(To be submitted with Proposal Form)

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

STERNMAN ENTERPRISES INC
BIDDER

D-B
By:

DEWIS R STERNDAHL - VICE PRESIDENT
(Name and title of person making certification)

3-30-13
Date



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

**ADDENDUM No. 5
for
STREET STRIPING MAINTENANCE SERVICES**

March 15, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

An additional pre-bid meeting is scheduled for **Tuesday, March 19, 2019 at 11:00 a.m.** at Maywood City Hall, 4319 E. Slauson Avenue, Maywood, CA. Contractors that attended the previous pre-bid meeting do not have to attend this next meeting. **Attendance at the pre-bid meeting is mandatory in order to submit a bid proposal.** The mandatory pre-bid meeting will also include a conference call option for those who cannot physically attend.

Dial: +1(267)930-4000
Participant Code: 893-344#

The bid proposal due date will remain **Thursday, March 21, 2019 at 2:00 p.m.**

Please acknowledge receipt of this and all addenda within your proposal.



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

PP 321-19

8M

**ADDENDUM No. 4
for
STREET STRIPING MAINTANANCE SERVICES**

March 5, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

The mandatory pre-bid meeting is rescheduled to **Thursday, March 14, 2019 at 11:00 a.m.** at Maywood City Hall, 4319 E. Slauson Avenue, Maywood, CA. **Attendance at the pre-bid meeting is mandatory in order to submit a bid proposal.** The mandatory pre-bid meeting will also include a conference call option for those who cannot physically attend.

Dial: +1(267)930-4000
Participant Code: 893-344#

The bid proposal due date has been extended to **Thursday, March 21, 2019 at 2:00 p.m.**

Please acknowledge receipt of this and all addenda within your proposal.



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

PP 3-7-19

2PM

**ADDENDUM No. 3
for
STREET STRIPING MAINTENANCE SERVICES**

February 21, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

The bid proposal due date has been extended to **Thursday, March 7, 2019 at 2:00 p.m.**

Please acknowledge receipt of this and all addenda within your proposal.



**ADDENDUM No. 2
for
STREET STRIPING MAINTENANCE SERVICES**

February 19, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

The mandatory pre-bid meeting is rescheduled to **Monday, February 25, 2019 at 11:00 a.m.** at Maywood City Hall, 4319 E. Slauson Avenue, Maywood, CA. **Attendance at the pre-bid meeting is mandatory in order to submit a bid proposal.**

Exhibit C of Section 6 has been amended and is attached to this addendum.

Please acknowledge receipt of this and all addenda within your proposal.

EXHIBIT C

STREET STRIPING MAINTENANCE SERVICES

PRICE/COST SHEET

1. Provide a cost schedule for the different types of striping details (includes cost for materials and labor for installation) expected to be used and mobilization costs during the term of the contract in the following format (the following is for example only and evaluation purposes; additional items are encouraged to be listed by the Contractor if deemed appropriate, but will not be used for the purposes of evaluating this proposal):

Description	Unit	Price	
		Thermoplastic	Paint
Stripe - Solid Yellow 4"	LF	\$ 1.00	\$ 1.25
Stripe - Broken Yellow 4"	LF	\$ 1.25	\$ 1.25
Stripe - Double Yellow 4"	LF	\$ 2.00	\$ 1.25
Stripe - Solid White 4"	LF	\$ 1.00	\$ 1.25
Stripe - Broken White 4"	LF	\$ 1.25	\$ 1.25
Stripe - Solid White 6"	LF	\$ 1.50	\$ 1.25
Stripe - Solid White 8"	LF	\$ 2.00	\$ 1.25
Stripe - Broken White 8"	LF	\$ 2.00	\$ 1.25
Stripe - Solid White 12"	LF	\$ 2.50	\$ 1.25
Stripe - Solid Yellow 12"	LF	\$ 3.00	\$ 3.00
Legend - 10' Triple Arrow Symbol	EA	\$ 450.00	\$ 150.00
Legend - Bike Lane Symbol	EA	\$ 300.00	\$ 200.00
Legend - BUMP	EA	\$ 300.00	\$ 100.00
Legend - BUS ONLY	EA	\$ 600.00	\$ 200.00
Legend - Diamond Symbol	EA	\$ 225.00	\$ 75.00
Legend - DIP	EA	\$ 300.00	\$ 100.00
Legend - END (signs only)	EA	\$ 750.00	\$ 100.00
Legend - KEEP CLEAR	EA	\$ 600.00	\$ 300.00
Legend - LEFT TURN OK International Arrow	EA	\$ 700.00	\$ 200.00
Legend - LEFT TURN ONLY International Arrow	EA	\$ 700.00	\$ 200.00
Legend - ONLY	EA	\$ 300.00	\$ 100.00
Legend - PED XING	EA	\$ 600.00	\$ 100.00
Legend - RIGHT TURN OK International Arrow	EA	\$ 700.00	\$ 200.00
Legend - RIGHT TURN ONLY International Arrow	EA	\$ 700.00	\$ 200.00
Legend - SCHOOL XING	EA	\$ 600.00	\$ 200.00
Legend - SIGNAL AHEAD	EA	\$ 600.00	\$ 200.00
Legend - SLOW	EA	\$ 300.00	\$ 100.00
Legend - SLOW SCHOOL XING	EA	\$ 700.00	\$ 200.00
Legend - STOP	EA	\$ 200.00	\$ 100.00
Legend - STOP AHEAD	EA	\$ 600.00	\$ 200.00
Legend - YIELD	EA	\$ 300.00	\$ 100.00
Legend - 10' arrow Caltrans Type One Way	EA	\$ 225.00	\$ 75.00
Legend - 15' arrow Caltrans Type IV Lane Drop Arrow	EA	\$ 200.00	\$ 100.00
Legend - 8' Bike Lane Arrow, Symbol	EA	\$ 150.00	\$ 100.00
Legend - SLOW SCHOOL XING	EA	\$ 700.00	\$ 200.00
Legend - 15 MPH	EA	\$ 400.00	\$ 200.00
Legend - 20 MPH	EA	\$ 400.00	\$ 200.00
Legend - 25 MPH	EA	\$ 400.00	\$ 200.00

Price/Cost Sheet continued on next page

Description	Unit	Price	
		Thermoplastic	Paint
Legend - 30 MPH	EA	\$ 400.00	\$ 200.00
Legend - 35 MPH	EA	\$ 400.00	\$ 200.00
Legend - 40 MPH	EA	\$ 400.00	\$ 200.00
Legend - 45 MPH	EA	\$ 400.00	\$ 200.00
Legend - 50 MPH	EA	\$ 400.00	\$ 200.00
Bike Lane Sharrow	EA	\$ 350.00	\$ 200.00
Green Painted Lane Markings for Bike Lanes	SF	\$ 20.00	\$ 10.00
Crosswalk - Multiple 12" White or Yellow Lines	LF	\$ 5.00	\$ 3.00
Neutral Area Markings	EA	\$	\$
RPM - Blue	EA	\$	\$ 10.00
RPM - Red	EA	\$	\$ 5.00
RPM - White	EA	\$	\$ 5.00
RPM - Bi-Color	EA	\$	\$ 5.00
RPM - Non-Reflective Round White (Bott's Dots)	EA	\$	\$ 5.00
RPM - Non-Reflective Round Yellow (Bott's Dots)	EA	\$	\$ 5.00
Curb - Red	LF	\$	\$ 5.00
Curb - White	LF	\$	\$ 5.00
Curb - Yellow	LF	\$	\$ 5.00
Curb - Green	LF	\$	\$ 5.00
Curb Stenciling - 4" Letter Height, Per Letter	EA	\$	\$ 10.00
Q Marker	EA	\$	\$ 200.00
K Marker	EA	\$	\$ 200.00
Glue Down Delineator, Tubular	EA	\$	\$ 100.00
Glue Down Delineator, Blade Type, Flexible	EA	\$	\$ 100.00

Note: The unit price for Thermoplastic Paint shall include complete removal and disposal of existing thermoplastic material prior to applying new thermoplastic paint.

Mobilization Minimums	Units	Price
Minimum Mobilization Charge - 8AM to 5PM M-F	Lump Sum	\$ 3,000.00
Minimum Mobilization Charge - 5PM to 8AM M-F	Lump Sum	\$ 3,000.00
Minimum Mobilization Charge - Weekends 8AM to 5PM	Lump Sum	\$ 4,000.00
Minimum Mobilization Charge - Weekends 5PM to 8AM	Lump Sum	\$ 4,000.00
Minimum Mobilization Charge - Holiday 8AM to 5PM	Lump Sum	\$ 6,000.00
Minimum Mobilization Charge - Holiday 5PM to 8AM	Lump Sum	\$ 6,000.00
Minimum Mobilization Charge - Emergency	Lump Sum	\$ 8,000.00

Company:

STERNDAK ENTERPRISES INC.

Signature:

[Signature]

Date:

3-20-19



CITY OF MAYWOOD

4319 E. SLAUSON AVE. MAYWOOD, CA 90270

PH: (323) 562-5700

**ADDENDUM No. 1
for
STREET STRIPING MAINTENANCE SERVICES**

January 24, 2019

NOTICE TO ALL PLAN HOLDERS/CONTRACTORS

This addendum and its attachments shall become a part of the specifications and shall apply to the Proposals for the above named Request for Proposal.

The Bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates, to the bid proposal and the work changes by this Addendum.

In the event of conflict between specifications and this addendum, the addendum shall take precedence.

The following additions and amendments attached herein shall be made to part of the Contract Specifications for the Street Striping Maintenance Services, and shall be included in the proposal to be submitted.

Section 1.12 of the Contract Services Agreement has been amended to read:

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the Exhibit entitled "Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty-Five Thousand Dollars (\$45,000.00) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

Exhibits B and C of Section 6 have been amended and are attached to this addendum.

Please acknowledge receipt of this and all addenda within your proposal.

EXHIBIT B TO AGREEMENT

COMPENSATION

For the term of this Agreement, City agrees to compensate Contractor and Contractor agrees to accept in full satisfaction for the services performed and items provided, compensation based on the eligible costs set forth in this Exhibit B.

- I. Contractor shall perform the following tasks:**
 - A. Striping maintenance per the items listed in Exhibit C on an as-needed basis determined by the City.
- II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice shall include:**
 - A. Line items for all the work performed multiplied by the applicable rate per the cost scheduled provided in Exhibit C. The Contractor will be entitled to the minimum mobilization cost for each separate service request per the cost schedule provided in Exhibit C in addition to the striping maintenance work.

The mobilization minimum shall be charged according to the time window that the City elects the work to be performed (i.e. 8AM to 5PM M-F, 5PM to 8AM M-F, etc.). If a single service request takes multiple working days to perform, the Contractor is only entitled to the minimum mobilization on the first day the service request was made. Any work requested by the City after the initial service request has been made and the Contractor has already demobilized upon completion of the work will be treated as a separate service request in which the Contractor is entitled to another minimum mobilization charge.
 - B. Description of work completed including location and type of work.
- III. The total compensation for the Services shall not exceed Forty-Five Thousand Dollars (\$45,000.00), as provided in Section 1.12 of this Agreement. The amount of work will be determined by the City on an as-needed basis and there is no guaranteed minimum amount.**

EXHIBIT C

STREET STRIPING MAINTENANCE SERVICES

PRICE/COST SHEET

1. Provide a cost schedule for the different types of striping details (includes cost for materials and labor for installation) expected to be used and mobilization costs during the term of the contract in the following format (the following is for example only and evaluation purposes; additional items are encouraged to be listed by the Contractor if deemed appropriate, but will not be used for the purposes of evaluating this proposal):

Description	Unit	Price	
		Thermoplastic	Paint
Stripe - Solid Yellow 4"	LF	\$	\$
Stripe - Broken Yellow 4"	LF	\$	\$
Stripe - Double Yellow 4"	LF	\$	\$
Stripe - Solid White 4"	LF	\$	\$
Stripe - Broken White 4"	LF	\$	\$
Stripe - Solid White 6"	LF	\$	\$
Stripe - Solid White 8"	LF	\$	\$
Stripe - Broken White 8"	LF	\$	\$
Stripe - Solid White 12"	LF	\$	\$
Stripe - Solid Yellow 12"	LF	\$	\$
Legend - 10' Triple Arrow Symbol	EA	\$	\$
Legend - Bike Lane Symbol	EA	\$	\$
Legend - BUMP	EA	\$	\$
Legend - BUS ONLY	EA	\$	\$
Legend - Diamond Symbol	EA	\$	\$
Legend - DIP	EA	\$	\$
Legend - END (signs only)	EA	\$	\$
Legend - KEEP CLEAR	EA	\$	\$
Legend - LEFT TURN OK International Arrow	EA	\$	\$
Legend - LEFT TURN ONLY International Arrow	EA	\$	\$
Legend - ONLY	EA	\$	\$
Legend - PED XING	EA	\$	\$
Legend - RIGHT TURN OK International Arrow	EA	\$	\$
Legend - RIGHT TURN ONLY International Arrow	EA	\$	\$
Legend - SCHOOL XING	EA	\$	\$
Legend - SIGNAL AHEAD	EA	\$	\$
Legend - SLOW	EA	\$	\$
Legend - SLOW SCHOOL XING	EA	\$	\$
Legend - STOP	EA	\$	\$
Legend - STOP AHEAD	EA	\$	\$
Legend - YIELD	EA	\$	\$
Legend - 10' arrow Caltrans Type One Way	EA	\$	\$
Legend - 15' arrow Caltrans Type IV Lane Drop Arrow	EA	\$	\$
Legend - 8' Bike Lane Arrow, Symbol	EA	\$	\$
Legend - SLOW SCHOOL XING	EA	\$	\$
Legend - 15 MPH	EA	\$	\$
Legend - 20 MPH	EA	\$	\$
Legend - 25 MPH	EA	\$	\$

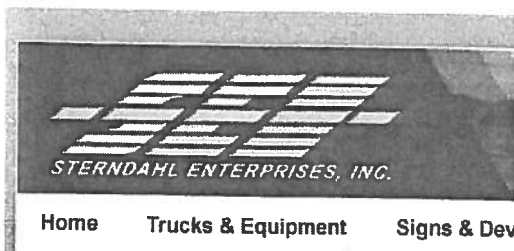
Price/Cost Sheet continued on next page

Description	Unit	Price	
		Thermoplasitc	Paint
Legend - 30 MPH	EA	\$	\$
Legend - 35 MPH	EA	\$	\$
Legend - 40 MPH	EA	\$	\$
Legend - 45 MPH	EA	\$	\$
Legend - 50 MPH	EA	\$	\$
Bike Lane Sharrow	EA	\$	\$
Green Painted Lane Markings for Bike Lanes	SF	\$	\$
Crosswalk - Multiple 12" White or Yellow Lines	LF	\$	\$
Neutral Area Markings	EA	\$	\$
RPM - Blue	EA	\$	\$
RPM - Red	EA	\$	\$
RPM - White	EA	\$	\$
RPM - Bi-Color	EA	\$	\$
RPM - Non-Reflective Round White (Bott's Dots)	EA	\$	\$
RPM - Non-Reflective Round Yellow (Bott's Dots)	EA	\$	\$
Curb - Red	LF	\$	\$
Curb - White	LF	\$	\$
Curb - Yellow	LF	\$	\$
Curb - Green	LF	\$	\$
Curb Stenciling - 4" Letter Height, Per Letter	EA	\$	\$
Q Marker	EA	\$	\$
K Marker	EA	\$	\$
Glue Down Delineator, Tubular	EA	\$	\$
Glue Down Delineator, Blade Type, Flexible	EA	\$	\$

Mobilization Minimums	Units	Price
Minimum Mobilization Charge - 8AM to 5PM M-F	Lump Sum	\$
Minimum Mobilization Charge - 5PM to 8AM M-F	Lump Sum	\$
Minimum Mobilization Charge - Weekends 8AM to 5PM	Lump Sum	\$
Minimum Mobilization Charge - Weekends 5PM to 8AM	Lump Sum	\$
Minimum Mobilization Charge - Holiday 8AM to 5PM	Lump Sum	\$
Minimum Mobilization Charge - Holiday 5PM to 8AM	Lump Sum	\$
Minimum Mobilization Charge - Emergency	Lump Sum	\$

Company: _____

Signature: _____ Date: _____



[Home](#) [Trucks & Equipment](#) [Signs & Devices](#) [Our Work](#) [About Sterndahl](#) [Contact Us](#)



Welcome to Sterndahl Enterprises

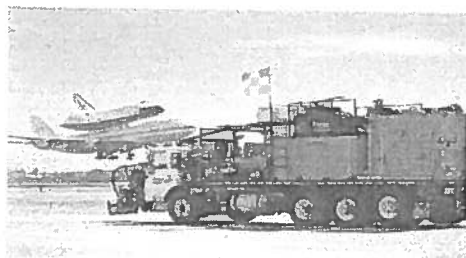
Sterndahl Enterprises, Inc. is centrally located 30 minutes north of downtown Los Angeles in Sun Valley. We are situated near the 210, 118, 5, 405 & 170 Freeways, with easy access to all major freeways connecting Southern California. On a 3.5 acre lot with a 20,000 square foot warehouse and office complex, Sterndahl is able to dispatch a large variety of equipment and materials from one central location.

Check out our map for easy directions to our facility.



Map to SEI

Map is in PDF format which requires [Adobe Acrobat Reader](#) to view.



In 2012 Griffith / Sterndahl JV was awarded the LAX Airfield Marking rehabilitation Project at Los Angeles International Airport. This project required removing & repainting all markings within the airfield within stringent time frames while working around the active airfield. This included Runways, Taxiways, Service roads & Aprons throughout the airport. As a result of the successful completion of this project we were awarded the AGC 2013 Meeting the Challenge of a Difficult Job by a Specialty Contractor Award. Congratulations to all the crews of Griffith / Sterndahl JV, and Thank You!



American Traffic Safety Services Association

Our Work

SEI takes pride in its work.

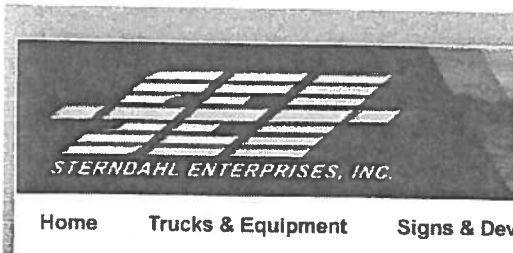
Careers at Sterndahl

Come join us



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ABOUT STERND AHL

Sterndahl Enterprises, Inc. is a full service Striping, Stripe Removal & Traffic Control Company. Started in 1980 by Dennis S. Sterndahl, we are now one of the larger companies involved in the Traffic Safety Industry in Southern California. We specialize in major freeway, highway, and airport construction and rehabilitation projects as well as smaller local projects.

SEI has a full line of Striping and Stripe Removal Equipment capable of installing a wide variety of materials including thermoplastic, paint, raised pavement markers, and signs to meet the needs of all projects. K-rail and Crash Cushion rental is available and we provide delivery and installation to your jobsite. We also provide services and/or specialty rentals for the motion picture industry.

SEI takes pride in providing your job with Certified Traffic Control Technicians and Supervisors. Our goal is to provide highly trained crews who will complete your project in a timely and professional manner while keeping the safety of the workforce and the motoring public as a top priority.

Welcome to our site,
Dennis S. (Chip) Sterndahl, President

Careers

Come join us!

LAX Pavement Marking Rehab Project

See Sterndahl's best of the best

SEI Fun



Warehouse

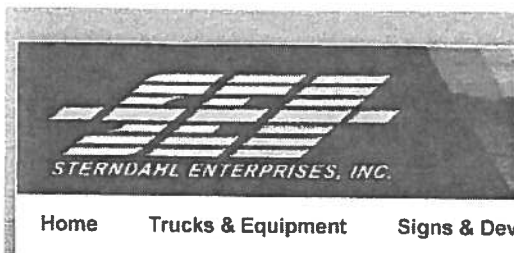


Warehouse



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OUR PAST WORK

Sterndahl Enterprises, Inc. has been striping freeways, highways, streets and airports in California, Arizona & Nevada for over 30 years. One of Sterndahls Enterprises early projects was the painting of the athletic fields for the 1984 Olympics. Sterndahl Enterprises, Inc. prides itself on quality of work and craftsmanship. Every project we go to will be a lasting representation of SEI and we hope to be remembered for just one thing: professionalism.

Here are some photos of our workmanship.



Click here to view the LAX project



Hot Tape Cross walk at California Speedway



Installing K-rail on Placerita Cyn



Installing RPMS on Route 41



K-rail Crew in Santa Clarita



Painting shoulders at LAX



Route 40 paint striping



Route 40 thermoplastic



Installing slurry seal



Painting red curb



Installing slurry seal



Route 178 double yellow striping



Route 178 thermoplastic



Route 178 white edge line



Striping LAX runway relocation project



LAX painting detail



LAX paint striping



LAX runway relocation



LAX runway paint



LA detour signs



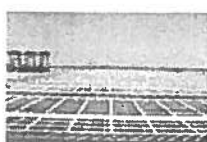
LA paint striping



Long Beach paint striping



Oxnard Airport



Pier 400



Pier 400



Pier 400 paint striping



Pier 400 road



Santa Clarita paint striping



Questa Grade paint striping



Kindergarten play court



Playground paint striping



5000ft of Sterndahl K rail
along the 14 freeway



Route 170 profile grind and
restripe project



Bike lane in San Fernando



Bobcat removes rpm
stripes



Bobcat removes stripes



Installing detour tape



Ontario airport



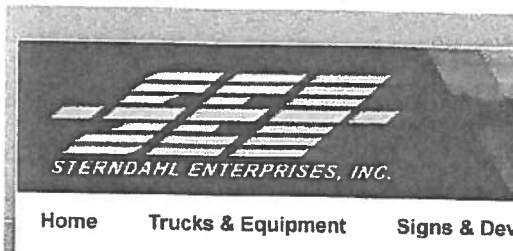
Quick curb installation



Sign installation

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TRUCKS & EQUIPMENT

Over the last 25 years **Sterndahl Enterprises, Inc.** has built one of the largest inventories of striping and removal equipment in Southern California. We take great pride in the care and maintenance of our equipment to ensure that our crews are able to get the job done.

SEI's fleet includes layout trucks, flatbeds and pickups with changeable message signs or arrow boards, sandblasters, bobcat's, paint & thermoplastic strippers, raised pavement marker trucks and traffic control trucks just to name a few. This equipment is used daily by our work force and is available for studios to rent. Check out some of our equipment in the pictures below; if you don't see what you're looking for just call Troy Hill at 818/834-8199.



Thermo Detail Truck



MRL Grinder



Thermoplastic Detail Truck



Long Line Paint Striper 270 Gallons



Long Line Paint Truck 640 Gallons



Long Line Thermoplastic Striping Truck 8000 LBS



Paint Striper 130 Gallons



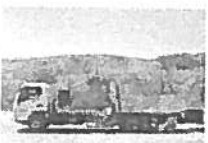
Sand Blaster



Thermoplastic Legend Truck



Raised Pavement Marker Truck with TMCC



Raised Pavement Marker Truck



Flatbed with CMS Board



Truck Mounted Crash Truck



Truck mounted crash attenuator



Dump Truck with Bobcat



12000 Lb Thermoplastic Striper



Water Blaster



Sign - Bucket Truck



Sweeper



Traffic Control Truck



Dump Truck



Layout Truck



Paint Striper



Tractor trailer supply truck



Flatbed utility truck





AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 22, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: AUTHORIZE THE TEMPORARY USE OF MAYWOOD RIVERFRONT PARK BY THE KIPP PUEBLO UNIDO ELEMENTARY SCHOOL FOR THE INAUGURAL PUEBLO PICNIC ON JUNE 1ST, 2019

RECOMMENDATION

Staff recommends that the City Council authorize the temporary (1 day) use of the Maywood Riverfront Park for KIPP Pueblo Unido Elementary School ("KIPP Maywood") to hold their inaugural Pueblo Picnic.

FISCAL IMPACT

There is no fiscal impact with this action.

BACKGROUND

KIPP LA Public Schools ("KIPP LA") is a nonprofit organization that operates tuition-free, open-enrollment, public charter schools focused on preparing students in under-resourced communities in the greater Los Angeles area. KIPP LA's teachers, leaders, students, and families are all united around a single goal: college graduation. The curricula is designed to provide students a well-rounded education, with time dedicated to academics, the arts, enrichment, and physical education.

KIPP Maywood is a tuition-free, college-preparatory public charter school which opened in fall 2019. Enrolled in this first year are students in Transitional Kindergarten ("TK") and Kindergarten only. Each year, a grade level will be added until it is fully developed providing education from TK to 8th grade. KIPP Maywood is housed in the Maywood Christian School located at 3759 E 57th St.

DISCUSSION

The Pueblo Picnic is proposed to be held from 8 AM to 2 PM and it is anticipated that there will be 100-150 attendees consisting of students and their families. KIPP Maywood will setup and cleanup after the event. No City resources will be provided.

ATTACHMENT

Attachment No. 1 – KIPP Pueblo Unido Elementary School request letter



Dear City of Maywood,

My name is Karla Armendariz, and I am the Founding Business Operations Manager for KIPP Pueblo Unido. KIPP Pueblo Unido is the newest elementary school opening in the city of Maywood. For the 2019-2020 school year, we will serve 120 TK/Kindergarten students, and add a grade each year until we serve TK-8th grade.

We'd love to host our first ever **Pueblo Picnic** with families as below:

- **Location:** Riverfront Park (grassy area in front of the playground)
- **Date:** Saturday, June 1, 2019 from 8am - 2pm (includes setup/cleanup time)
- **Anticipated headcount:** 100-150
- **Details:**
 - Families will bring blankets/lounge chairs
 - We will have catered box lunches (no cooking on site)
 - 2-3 tables for snacks/drinks
 - We can dispose of our own trash if needed, and will have families help to ensure no debris is left behind

At KIPP Pueblo Unido we dismantle inequities in education through an academic and cultural program focused on fairness and opportunity to ensure achievement for **ALL** students. Our **teaching and learning** and **character education** prepare our students to become the leaders who will build a better tomorrow in Southeast LA. We work relentlessly and collectively to reach our ambitious goals because we know **el pueblo unido jamás será vencido**, the people united will never be defeated.

Thank you for your assistance with our proposal. Let us know if there's anything else we should keep in mind to move forward.

With gratitude,

Karla Armendariz
School Business Operations Manager





AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 22, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: LETTER OF AUTHORIZATION WITH ABM BUILDING SOLUTIONS, LLC FOR A PRELIMINARY ASSESSMENT OF THE CITY'S ENERGY EFFICIENCIES

RECOMMENDATION

Staff recommends the City Council approve the Letter of Authorization for Preliminary Assessment of the City's energy efficiencies with ABM Building Solutions LLC in the form approved by the City Attorney.

FISCAL IMPACT

There is no financial obligation to undertake the preliminary assessment.

LEGAL REVIEW

The City Attorney has drafted this report.

BACKGROUND

ABM Building Solutions LLC ("ABM") provided a presentation at a recent City Council meeting regarding its preliminary assessment of the City's energy use. This report outlines the next step in the process.

DISCUSSION

ABM proposes to conduct a preliminary analysis to identify and document how much the City spends on natural gas and electricity for the fiscal year. To assist in that endeavor, the City will provide 24 months of its utility bills to ABM for their review. Based on this analysis, ABM then proposes ways the City can save on its energy costs by retrofitting its systems or other infrastructure improvements.

This is done at no cost or obligation to the City. The preliminary assessment when completed will come back to the City Council for its review. At that time, the City can determine if it desires to move forward with any work proposed by ABM. The Letter of Authorization contains a timeline of the various project stages should they decide to move forward.

ATTACHMENT(S)

Attachment No. 1 - Letter of Authorization from ABM



May 15, 2019

ABM Building Solutions, LLC
14201 Franklin Ave
Tustin, CA 92780

Subject: Letter of Authorization (LOA) for Preliminary Assessment (PA) for City of Maywood

The City of Maywood ("Maywood" or "the City"), an incorporated city in Los Angeles County, is seeking a trusted partner to make improvements to its facilities in order to reduce facility inefficiencies and improve the working environment for its staff and community. The City is interested in utilizing ABM's Bundled Energy Solutions (BES) Program to develop a funding solution to achieve this end. The City wishes to proceed with the Preliminary Assessment (PA) of the facilities and the investigation of potential funding solutions that are available to the organization. By sending this Letter of Authorization, we understand that we do not have any financial obligation to ABM at this time.

This Letter of Authorization (LOA) has been generated to show both parties' commitment to the preliminary stage of the City's Preliminary Assessment and to recognize responsibilities for completing the analysis.

ABM agrees to the following:

1. Conduct a preliminary analysis to identify likely facility and infrastructure improvements that will maximize facility efficiency and occupant comfort while reducing operating expenses at the City's facilities attached to this letter.
2. Identify all grants, rebates and attractive funding solutions in addition to the identified cost savings that will maximize the overall scope of work impact available to the City.
3. Present findings from the Preliminary Analysis and make recommendations as related to building improvements and improvements in facility efficiency and occupant comfort.

The City of Maywood agrees to the following:

1. Provide ABM Bundled Energy Solutions Team access to the buildings, drawings, and appropriate operating/capital budget information needed to assist in completion of the Preliminary Analysis.
2. Assist the ABM Bundled Energy Solutions Team as necessary in securing all known information relative to the project development.
3. Provide ABM Bundled Energy Solutions Team with a minimum of 24 consecutive months of all energy bills (gas, electric, fuel oil, waste removal, sewer, etc.).



4. Agrees to schedule presentations in accordance with the following timeline with required Maywood City Council for the ABM Bundled Energy Solutions Team to deliver the results of the Preliminary Analysis.

The attached Decision Schedule provides key dates and shared milestones for the completion of the Preliminary Analysis process and identifies key members of the project team. This schedule is tentative and is subject to change. We look forward to working with you.

City of Maywood	ABM Building Solutions, LLC
By:	By: Dominic Cardenas
Signature:	Signature:
Title:	Title: Sales Executive – ABM Building Solutions
Date:	Date:



Project Timeline

Process Step	Date	Maywood Personnel Involved	ABM Personnel Involved
ABM Presents Letter of Authorization	5/15/2019	Maywood City Council	Dominic Cardenas Kecia Davison
ABM Conducts Preliminary Assessment - Identifies Eligible Projects, Deferred Maintenance Items, and Critical Facility Needs; Advises of Additional Funding Sources	5/22/2019	City Manager City Treasurer Maywood Facilities Staff	Dominic Cardenas ABM Engineering
ABM Presents Results of Preliminary Assessment to the City	8/28/2019	City Manager Maywood Facilities Staff	Dominic Cardenas Kecia Davison ABM Engineering
Design Approach Confirmation Meeting	9/4/19	City Manager City Treasurer Maywood Facilities Staff	Dominic Cardenas ABM Engineering
City signs Letter of Intent to Move Forward with Project	9/11/2019	City Manager	Dominic Cardenas Kecia Davison ABM Management
ABM Begins Investment Grade Audit - Develops Firm, Fixed Project Pricing	9/12/2019	City Manager City Treasurer Maywood Facilities Staff	Dominic Cardenas ABM Engineering
ABM Presents Final Proposed Project to City Council	12/11/2019	City Manager Maywood City Council	Dominic Cardenas Kecia Davison ABM Management
City Approves Final Project Scope of Work and Firm Fixed Project Price	12/11/2019	City Manager Maywood City Council	Dominic Cardenas Kecia Davison ABM Management
ABM Ready to Begin Project Implementation	12/18/2019	City Manager Maywood City Council	Dominic Cardenas ABM Project Management ABM Implementation Team
On-Going Measurement & Verification, Support and Optional Maintenance Service	Ongoing	City Manager Maywood Facilities Staff	Dominic Cardenas Service Account Manager

City of Maywood
Revenue Summary April 2019

ITEM No. 7

Taxes:

Cannabis Sales Tax (1st Qtr 2019)	41,676.76
Franchise & Collectors Fees	121,065.92
Property Tax Allocation	107,775.23
Property Tax Override (pension levy)	209,685.94
Sales Tax Revenue	144,516.46
Transfer Tax (Real Estate)	1,014.75
Transient Occupancy Tax	4,594.09
Utility Users Tax	85,099.75
Totals	715,428.90

Licenses & Fees:

Apartment License	1,045.00
Baseball Field Permit	490.00
Building Permits	8,262.44
Business License	4,179.90
C & D Waste Div Plan - Admin Fee	130.00
C & D Waste Div Plan - Diversion Deposit	2,000.00
Comm'l Cannabis Application	13,257.33
Copies, Maps, Gen., Plans, Etc.	54.00
Disability Access & Education Fee	265.00
Fats, Oils, and Grease (FOG)	544.00
License Processing Fee (Apartment & Business)	345.00
Occupancy Permits	2,234.80
Parking Permits	3,256.00
Plan Check Fees	641.78
Plans and Specs Sale	919.31
Pre-sale Property Report Fee	110.00
Public Works Permit Fees	5,225.50
Totals	42,960.06

Fines & Forfeitures

Court Collections	17,398.07
Parking Fines	16,423.22
Penalties: Apt & Bus License	1,009.36
Totals	34,830.65

Leases and Concessions

Concessions (Cell Tower)	3,780.00
Leased Property Rental Income	4,500.00
Totals	8,280.00

Miscellaneous:

Exchange Funds	211,500.00
Miscellaneous Revenue	4.74
Totals	211,504.74

General Fund Totals	1,013,004.35
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Gas Tax:

State Gasoline Tax	87,088.99
Totals	87,088.99

CDBG:

HCDA: Sewer Repair Project	15,716.00
HCDA:Code Enforcement (Proj.791)	10,984.00
Totals	26,700.00

Metro Funds:

Interest Income	23.82
Measure M	28,297.44
Measure R	31,795.54
MTA Bus Pass Revenue	848.00
Proposition A Allocations	45,508.68
Proposition C Allocations	37,748.14
Totals	144,221.62

SB-1 Transportation Fund:

Road Maintenance & Rehabilitation (Section2032)	51,978.29
Totals	51,978.29

All Funds Totals	\$ 1,322,993.25
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AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 22, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: A RESOLUTION OF THE CITY OF MAYWOOD IN SUPPORT OF
AN ACCURATE 2020 CENSUS OF THE SOUTHEAST LOS
ANGELES REGION

RECOMMENDATION

Staff recommends the City Council adopt the Resolution of the City of Maywood in Support of an Accurate 2020 Census of the Southeast Los Angeles Region.

FISCAL IMPACT

There is no financial obligation in adopting this Resolution except that the City Manager is directed to cause the City to undertake the census activities in partnership with other community groups.

LEGAL REVIEW

The City Attorney has drafted this report.

BACKGROUND

The Southeast Los Angeles Collaborative has requested that the City of Maywood adopt the proposed resolution in support of an accurate 2020 census count in Maywood.

DISCUSSION

Los Angeles County is the hardest-to-count county in the United States and it will take a broad, collective effort to ensure a fair and accurate count in 2020. An undercount could result in the loss of a congressional seat for California and billions of dollars in federal funding for our state and local communities. The Southeast Los Angeles area is considered one of the hardest-to-count areas and therefore an accurate census count is important.

Supervisor Hilda Solis was quoted in an April 29, 2019 article for the Los Angeles Times stating: "We could stand to lose anywhere from one to two congressional seats, and that primarily impacts areas like southeast Los Angeles and the South Central area, where African American and Latino communities live." The article goes on to state that those without reliable internet connections may be missed in a census for which much of the count will happen through online surveys and that cities such as Maywood, Cudahy and Bell Gardens would be heavily affected by an undercount according to Supervisor Solis.

Census activities are being conducted by a variety of non-profit groups. In February 2018, Advancement Project California partnered with the California Community Foundation to convene the Los Angeles Regional Census Table ("LARCT"), a group of community-based and other nonprofit organizations dedicated to reaching hard-to-count populations in the upcoming decennial census. Through the LARCT, organizations are able to share knowledge and resources, as well as coordinate outreach efforts with each other and government agencies, especially the County and City of Los Angeles.

The Southeast Los Angeles Collaborative ("SELA") will serve as the Southeast Los Angeles regional sub-convenor for the Los Angeles Regional Census Table. Accordingly, SELA is requesting cities in the southeast to adopt the proposed resolution in support of an accurate census county as well as committing to develop a plan of action to ensure a complete count of the city's residents.

To that end, SELA will host a census meeting for the Southeast Los Angeles region on May 29, 2019 starting at 8:30 am at the South Gate Municipal Auditorium. This event is open all agencies and organizations who are interested in learning more about the 2020 Census and coordinating with others to align outreach efforts. Details regarding the meeting can be found at the following link: <http://selacollab.org/los-angeles-regional-census-table/>

ATTACHMENT

Attachment No. 1 – Proposed Resolution No. 6030

RESOLUTION NO. 6030

**RESOLUTION OF THE CITY OF MAYWOOD IN SUPPORT
OF AN ACCURATE 2020 CENSUS OF THE SOUTHEAST LOS ANGELES REGION**

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, federal officials rely on census data to allocate billions of dollars in federal funds to local communities and to determine the fair reapportionment of congressional seats;

WHEREAS, state and local officials use census data in redistricting processes to draw representative boundaries for federal, state and local districts and when making decisions about infrastructure, such as where to build new schools or roads;

WHEREAS, other stakeholders also rely on census data when making decision that affect local communities, such as entrepreneurs when deciding whether and where to start or relocate a business;

WHEREAS, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count;

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, the potential inclusion of a citizenship question, and fiscal constraints, thus support from local government is critical;

WHEREAS, according to the County of Los Angeles, approximately 92% of all Census Block Groups in the Southeast Los Angeles Region are considered hard-to-count due to having a "Very High" or "High" Low Response Score. The United States Census Bureau's Low Response Score (LRS) identifies communities whose characteristics predict low census participation. The higher the LRS score, the less likely households are to respond to the survey;

WHEREAS, the diversity of populations in the Southeast Los Angeles region means that there is a wide and complex range of regional barriers to census participation;

WHEREAS, the cities in the Southeast Los Angeles region rely on federal financial resources to pay for vital services and programs on issues ranging from education to health to transportation; and

WHEREAS, the City of Maywood, in partnership with other local governments, the State, businesses, Southeast Los Angeles Collaborative and community organizations, is committed to ensuring every resident is counted in 2020; and

WHEREAS, a fair and accurate count on the 2020 Census will help ensure that Southeast Los Angeles residents are represented in our democracy and receive critical services and supports across education, crime prevention, health care, and transportation;

NOW, THEREFORE, the City Council of the City of Maywood, California, does hereby resolve, find, determine, and order as follows:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The City of Maywood recognizes the importance of the 2020 Census and will develop and adopt a plan of action around ensuring a complete count of the residents of Southeast Los Angeles, which will include the following initiatives:

a. The creation of a formal partnership with philanthropic partners, community-based organizations, Southeast Los Angeles Collaborative, County of Los Angeles, State of California, and the U.S. Census Bureau;

b. The possibility of creating a Complete Count Committee composed of individuals and organizations from diverse sectors to work collaboratively on a campaign to mobilize Maywood residents to be counted in Census 2020;

c. The active participation of the City of Maywood in the Countywide Outreach Complete Count Committee to avoid duplication of efforts, identify gaps, and coordinate outreach.

d. The creation of an Inter-Departmental Working Group with representatives of each of the City's departments, which will meet on a regular basis to develop and implement strategies for each department to conduct Census 2020 outreach and mobilization;

e. The possibility for the City of Maywood to host Census Action Kiosks;

f. The potential of working with the County of Los Angeles to train and support residents to volunteer as goodwill ambassadors for the 2020 Census through, for example, staffing Census Action Kiosks;

g. The possibility of creating a report which sets forth the City of Maywood's plan to mobilize its residents to participate in Census 2020;

h. The possibility of creating a grant program for community-based or faith-based organizations in the City of Maywood to conduct Census 2020 mobilization activities, and the presentation of a recommendation regarding such a program.

Section 3. The City Council hereby directs the City Manager to carry out the responsibilities for the City of Maywood's Census 2020 outreach, assistance and mobilization activities set forth in this resolution.

Section 4. This Resolution shall be effective immediately upon its passage and approval.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6030 was adopted at a regular meeting of the City Council of the City of Maywood held on the 22nd day of May, 2019 by the following vote:

AYES: DeLaRiva, Alvarez, Marquez and Medina

NOES:

ABSTAINED:

ABSENT: Lara



Gerardo Mayagoitia, City Clerk



AGENDA 3
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 22, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE
FORMATION OF AND INCLUSION IN THE LOWER LOS
ANGELES RIVER RECREATION AND PARKS DISTRICT

RECOMMENDATION

That the City Council approves the attached Resolution in support of the formation of and inclusion in the Lower Los Angeles River Recreation and Parks District, and authorize the City Clerk to file a certified copy of the Resolution with the Executive Officer of the Local Agency Formation Commission ("LAFCO") for the County of Los Angeles.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

A recently released study by the Los Angeles County Department of Parks and Recreation identified the region around the Lower Los Angeles River as one of the most park-poor areas in LA County. According to the study, the City of Maywood has 0.3 park acres per 1,000 residents, whereas the county-wide average is 3.3 acres per 1,000 residents. The City of Bell has just 0.4 acres per

1,000 residents. The City of Cudahy has just 19.8 acres of park space in a city of 24,164 residents. Of the 32 parks in that City, one was rated as "good." The other 31 were rated as "fair" or "poor."

The single biggest barrier to development of new parks is a lack of funding. The recently approved state water bond (Proposition 1) does provide funding opportunities for the revitalization of the Lower Los Angeles River watershed, including a \$30m direct allocation to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and a share of \$100m for urban creek restoration. But those funds are strictly limited to acquisitions and development of facilities, and cannot be used for operation or maintenance of park facilities.

DISCUSSION

The Lower LA River flows through many disadvantaged communities, where residents are disproportionately impacted by poor air quality from local heavy industry and congested transportation corridors, and suffer from a severe lack of access to recreational opportunities and outdoor park space.

While the Lower LA River serves an important purpose as a flood protection and control channel, it also presents a unique opportunity for open space, urban greening, and as a recreational resource for the region. With numerous recent developments, including the creation of a Lower Los Angeles River Working Group to develop a revitalization plan, the City's Los Angeles River Revitalization Master Plan, and multiple conversations about a new vision for the river, there is a growing local interest on transformation of the river.

Parks have many beneficial impacts on communities; encouraging physical activity, improving health and fitness, reducing urban heating effects and air pollution, reducing greenhouse gas emissions through trees and greenery, and providing important economic benefits.

Through the formation of the Lower Los Angeles River Recreation and Park District, working in collaboration with the Working Group and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMV), SB 1374 will help to promote the development of open space and parks for the benefit of communities along the Lower LA River.

SB 1374 does the following:

- Creates the Lower Los Angeles River Recreational and Park District to promote the development of open space and parks along the Lower Los Angeles River.
- Establishes the Board of Directors of the district, made up of two public members, appointed by the Los Angeles County board of Supervisors, one representative appointed by each of the following cities: City of Vernon, City of Maywood, City of Bell, City of Bell Gardens, City of Cudahy, City of South Gate, City of Lynwood, City of Compton, City of

Paramount, City of Long Beach, and one representative jointly appointed
by the cities of Commerce, Downey, Montebello, and Pico Rivera.

ATTACHMENT

Attachment No. 1 – Proposed Resolution No. 6029

RESOLUTION NO. 6029

**CITY OF MAYWOOD
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD IN
SUPPORT OF THE FORMATION OF AND INCLUSION IN THE "LOWER LOS
ANGELES RIVER RECREATION AND PARKS DISTRICT"**

WHEREAS, In September of 2016, California Senate Bill 1374, sponsored by Senator Ricardo Lara, was signed into law authorizing the formation of the Lower Los Angeles River Recreation and Parks District (District); and

WHEREAS, The Lower LA River flows through many disadvantaged communities, where residents are disproportionately impacted by poor air quality from local heavy industry and congested transportation corridors, and suffer from a severe lack of access to recreational opportunities and outdoor park space; and

WHEREAS, Parks have many beneficial impacts on communities; encouraging physical activity, improving health and fitness, reducing urban heating effects and air pollution, reducing greenhouse gas emissions through trees and greenery, and providing important economic benefits, and

WHEREAS, Many communities along the Lower Los Angeles River represent low income communities which are some of the most park-poor areas LA County, lacking the resources to fund, develop, maintain and operate the parks and recreational opportunities that their residents need; and

WHEREAS, With numerous recent developments, including the creation of a Lower Los Angeles River Working Group to develop a revitalization plan, the City's Los Angeles River Revitalization Master Plan, and multiple conversations about a new vision for the river, there is a growing local interest in transformation of the river; and

WHEREAS, development and maintenance of a safe, attractive and vibrant recreation zone along the Lower Los Angeles River will require coordination of activities, maintenance, public safety and planning across multiple jurisdictions and is beyond the capabilities of any one City; and

WHEREAS, The City of Maywood, having significant interest in the continued development of recreational opportunities for all residents, including facilities and activities which utilize and enhance this important resource and which improves access to the Lower Los Angeles River for everyone; and

WHEREAS, The proposed annexation is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 20, as a change in the organization of local agencies, and the Categorical Exemption was adopted by the City of South Gate, as lead agency, on March 26, 2019; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. This Resolution is hereby adopted and approved by the City of Maywood in support the City of South Gate's application for formation of the Lower Los Angeles River Recreation and Parks District as authorized and in the manner provided by the Cortese-Know-Hertzberg Local Government Reorganization Act of 2000.

SECTION 2. The City of Maywood will cooperate with the formation of the District and is requesting to be included within the district as outlined in Senate Bill and as indicated on the finalized District Boundary Map

SECTION 3. The Clerk of the City of Maywood is hereby authorized and directed to file a certified copy of this Resolution with the Executive Officer of the Local Agency Formation Commission for the County of Los Angeles.

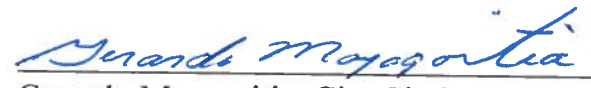
PASSED, APPROVED and ADOPTED this 22nd day of May 2019.

CITY OF MAYWOOD:



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney