Request for Bids (RFB)
2018-PW01
CITY OF PICO RIVERA
HVAC Maintenance Services
I. INTRODUCTION
This is a Request for Bids “RFB” issued by the City of Pico Rivera “City” seeking bids from experienced and qualified contractors “Bidder” to provide HVAC maintenance services.

The intent of this RFB process is to select a Bidder and negotiate a three (3) year contract for services with an option to extend for up to two (2) additional one year periods based on satisfactory service/performance.

By submitting a proposal, the Bidders agree to all of the terms and conditions of this RFB and Contractual Services Agreement attached hereto as Exhibit B (“Services Agreement”). Bidders shall detail any exceptions to the RFB or the Services Agreement. The City shall reserve the right to determine if the exception is reasonable. The City reserves the right to reject, during the negotiation process, any issues not identified in the RFB. The successful proposer will be required to enter into a Services Agreement which includes the requirements of this RFB as well as other requirements identified by the City at the time of negotiations.

II. SCOPE OF SERVICES
See Exhibit A for detailed Scope of Services.

III. CITY CONTACT
The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

James Coiner
Public Works Superintendent
9633 Beverly Road
Pico Rivera, CA 90660
Phone: (562) 801-4968
Email: jcoiner@pico-rivera.org

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

IV. CLARIFICATION AND INTERPRETATION
The words “must” or “will” or “shall” in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The City wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.

V. MANDATORY JOB WALK OF FACILITIES
The City shall conduct a Mandatory Walk-thru of the sites on Thursday, April 5, 2018, beginning at 9:00 a.m. at Pico Park in front of the main building entrance. Should the number of Bidders attending the Mandatory Walk-thru exceed a manageable number, a second walk-thru may be conducted.

Those planning to attend the Mandatory Walk-thru must contact James Coiner at jcoiner@pico-rivera.org no later than Thursday, March 29, 2018.
The City desires to provide all interested parties with fair and equal access to all relevant City personnel and necessary information. At the same time, the City desires to keep disruption to the City as a result of this process to a minimum. Interested Bidders must provide their own transportation to each of the sites that will be inspected. It is required that all Bidders attend the scheduled Mandatory Walk-thru, as requests for subsequent inspections will not be granted. Additionally, those who attend the Mandatory Walk-thru will be able to hear all questions posed and related answers.

Bidders will be responsible for determining the boundaries of each site, examining the physical conditions and surroundings of the proposed work, and judging for themselves the extent to which these factors will influence the performance of the contract work. The existing condition of each proposed location is not intended, nor to be inferred, as a representation of satisfactory maintenance or performance, whether expressed or implied by the City or its employees. The Bidder shall not be relieved of liability under the Contract, nor shall the City be liable for any loss sustained by the Bidder, as a result of any variance between conditions as referred to in the Scope of Services attached hereto as Exhibit A ("Services") and the actual condition revealed during the examination of the locations of the proposed work.

VI. DEADLINE FOR SUBMITTING QUESTIONS
Any questions regarding the RFB must be submitted in writing and received by the Contact referenced in Section III, no later than Thursday, April 12, 2018 at 9:00 a.m., to allow a reply to reach all prospective Bidders before the submission due date. Inquires submitted after this deadline will not receive a response. Reference the RFB Number and Title when making inquiries.

VII. FORMAT AND SUBMISSION (Submit 3 Copies, No Page Limit, 8-1/2” x 11”)
All Bidders are required to follow the format content specified below.

   TAB 1 - Complete and insert in this tab the Company Information Form furnished herewith, Attachment Number 1.

   TAB 2 - Complete and insert in this tab the References Form furnished herewith, Attachment Number 2.

   TAB 3 - Complete and insert in this tab the Bid Form furnished herewith, Attachment Number 3.

   TAB 4 - Sign and insert addendums in chronological order, as applicable.

The deadline for submitting a bid is Monday, April 23, 2018 at 9:00 a.m. Any bid received after this time, regardless of the date and time of their postmarks, will be rejected and returned unopened. Bids must be submitted in a sealed envelope with the bid number and the Bidder’s name on the face thereof, and shall be clearly addressed as follows:

   City of Pico Rivera - City Clerk – SEALED BID
   RFB 2018-PW01 HVAC Maintenance Services
   6615 Passons Blvd.
   Pico Rivera, CA 90660

   Faxed or e-mailed bids will not be accepted as this RFB requires bids to be submitted in a sealed envelope, per the City’s Municipal Code Title 3, Chapter 3.20.

VIII. SELECTION PROCESS
A. Responsive Bidder/ Responsible Bidder
After the public bid opening, where the most qualified bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.
The following will criteria will be applied in determining the most qualified Bidder:
1. The Bidder’s ability, capacity, and skill to provide the service or commodity required.
2. The Bidder’s record of performance with the City.
3. The Bidder’s ability to provide future maintenance and/or service for the product or service required.

B. AWARD PROCESS
Once the most qualified/responsive Bidder has been determined, a Notification of Intent to Award will be issued to all Bidders who submitted a bid identifying the most qualified/responsive Bidder.

C. COMMENCEMENT OF SERVICES
A Purchase Order will be issued once:
1. Council authority is granted, if applicable.
2. All agreements have been executed.
3. Insurance requirements have been met.
4. Verification of valid City Business License.
Commencement of services shall begin once Bidder receives the Notice to Proceed.

IX. Standard Terms & Conditions
In addition to other requirements specified herein, the Bidder shall, at a minimum, perform or make provisions for the following general requirements:

A. Addenda: The City reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.

B. Additional Information: Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

C. Bid Commitment: The bid shall be firm and binding for one hundred twenty (120) days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

D. Bid Errors: City is not responsible for errors or omissions on the part of Bidders in drafting their bids. In the event of a calculation error, the unit price shall prevail. The City is not responsible for any conclusions or interpretations made by the Bidder regarding information provided by the City.

E. City Business License: Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

F. Contractual Obligation: After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder’s bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the
provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

G. **Disclaimer:** This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

H. **Evidence of Insurance:** In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement: General Liability insurance presently in effect with a combined single limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate; and vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence.

The Certificate of Insurance shall provide:
- a. That the insurer will not cancel the insured’s coverage without thirty (30) days prior notice to the City;
- b. That the City, and its employees, volunteers, officers, and agents of each of them, are included as additionally insured, but only insofar as the operations under this contract are concerned;
- c. That the City and its employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- d. That the insurer has an AM Best rating of A: VII or equivalent.

Bidder agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Workers’ Compensation insurance coverage as required by the State of California of $1,000,000 per occurrence.

I. **Late Bid:** Late bids will not be considered. It is the Bidder’s responsibility to ensure that the bid arrives on or before the specified time. The City will not be responsible for bids not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.

J. **Payments and Invoicing:** Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Pico Rivera, Attn: Accounts Payable, 6615 Passons Blvd., Pico Rivera, CA 90660. The City’s standard payment terms are Net 30.
K. **Property of City:** All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act. No guarantee of privacy or confidentiality is offered or implied.

L. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect or irregularity as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City’s interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect. The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

M. **Submission Cost:** The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.
ATTACHMENT 1
COMPANY INFORMATION FORM
RFB 2018-PW01 HVAC Maintenance Services

Name of Company: _________________________________________________________________

Type of Company: __________________________________________________________________

Company Address: __________________________________________________________________

Website: __________________________________________________________________________

Number of years the company has been in business: ______________________________

By submitting a Bid, Bidder agrees that they have read and understand the RFB in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addenda, as applicable. Should the Bidder have any objections to the RFB, they must be clearly stated below, specifically referencing the particular section number, paragraph, and page number of the objection. However, making an objection does not relieve the Bidder from complying with the requirements of the RFB.

Person from your company who completed the bid package:

Signature: ________________________________ Date: __________________

Printed Name and Title: ________________________________

E-Mail: ____________________________________________

Phone: ____________________________________________
1. Identify key staff and their qualifications and experience proposed for the services identified herein.

2. Have you, your firm, or any officer or partner thereof, ever failed to complete a HVAC maintenance services contract?
   If yes, give details, including dates: (use another sheet of paper, if necessary)

3. Has your firm ever been assessed damages or penalties for failing to perform HVAC maintenance services in a satisfactory manner or for failing to complete a contract within the scope of work specified in the Request for Bids?
   If yes, give details: (use another sheet of paper, if necessary)

4. Does your firm have any ongoing investigations by an agency regarding violations of the State Labor Code, California Business and Professional Code, or other laws?
   If yes, give details: (use another sheet of paper, if necessary)

5. Does your firm have any outstanding judgments, demands or liens resulting from violations of the State Labor Code, California Business and Professional Code, or other laws?
   If yes, give details: (use another sheet of paper, if necessary)

6. Has your firm been cited for violations of OSHA Standards and Requirements within the past five (5) years?
   If yes, give details: (use another sheet of paper, if necessary)
Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name:_____________________________ Contact Name:_____________________
Address:____________________________________ Phone Number:____________________
____________________________________ Email :___________________________
Dollar Value of Contract:$_______________________ Contract Dates:___________________
Requirements of Contract:_______________________________________________________
____________________________________________________________________________

Company Name:_____________________________ Contact Name:_____________________
Address:____________________________________ Phone Number:____________________
____________________________________ Email :___________________________
Dollar Value of Contract:$_______________________ Contract Dates:___________________
Requirements of Contract:_______________________________________________________
____________________________________________________________________________

Company Name:_____________________________ Contact Name:_____________________
Address:____________________________________ Phone Number:____________________
____________________________________ Email :___________________________
Dollar Value of Contract:$_______________________ Contract Dates:___________________
Requirements of Contract:_______________________________________________________
____________________________________________________________________________
ATTACHMENT 3
BID FORM
RFB 2018-PW01 HVAC Maintenance Services

<table>
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<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>UOM</th>
<th>Location</th>
<th>Monthly Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>36</td>
<td>Mo.</td>
<td>City Hall 6615 Passons Blvd</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>36</td>
<td>Mo.</td>
<td>City Hall West 6615 Passons Blvd</td>
<td>$</td>
<td>$</td>
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<tr>
<td>3</td>
<td>36</td>
<td>Mo.</td>
<td>Parks &amp; Recreation 6767 Passons Blvd</td>
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<td>$</td>
</tr>
<tr>
<td>4</td>
<td>36</td>
<td>Mo.</td>
<td>City Yard 9633 Beverly Road</td>
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<td>$</td>
</tr>
<tr>
<td>5</td>
<td>36</td>
<td>Mo.</td>
<td>Smith Park 6016 Rosemead Boulevard</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>36</td>
<td>Mo.</td>
<td>Pico Park 9528 Beverly Boulevard</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>36</td>
<td>Mo.</td>
<td>Rivera Park 9530 Shade Lane</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>36</td>
<td>Mo.</td>
<td>Rio Vista Park 8751 Coffman &amp; Pico Road</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>36</td>
<td>Mo.</td>
<td>Rio Hondo Park 8421 San Luis Potosi Place</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>36</td>
<td>Mo.</td>
<td>Youth Center 4632 Orange St</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>36</td>
<td>Mo.</td>
<td>Senior Center 9200 Mines Avenue</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>36</td>
<td>Mo.</td>
<td>Al Natividad Center 5014, 5016 &amp; 5018 Passons Blvd</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>36</td>
<td>Mo.</td>
<td>Historical Museum 9122 Washington Blvd</td>
<td>$</td>
<td>$</td>
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<td>14</td>
<td>36</td>
<td>Mo.</td>
<td>Records Retention 9732 Lundahl Drive</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Bid Amount $ 

In submitting this Bid, Respondent agrees to comply with the terms and conditions illustrated in this RFB.

Person from your company who completed the bid package:

Signature: ___________________________________________ Date: __________________
Printed Name and Title: ____________________________________________________________
E-Mail: ________________________________________________________________
Phone: ________________________________________________________________
EXHIBIT A
SCOPE OF SERVICES
RFB 2018-PW01 HVAC Maintenance Services

1.0 SCOPE OF WORK

1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform, with his own organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without prior written consent of CITY.

1.2 CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order which include but is not limited to:

1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

1.2.2 Inspect, clean and replace air filters and/or frames.

1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

1.2.4 Repair and replace any broken, worn or doubtful components or parts.

1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

1.2.6 Make recommendations for system upgrades/replacements beyond normal maintenance.

1.2.7 Prevailing Wage, it shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of Pico Rivera. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly

1.2.8 Vendor accepts all equipment “as is” and will replace equipment at Vendors cost.

2.0 UNIFORMS AND IDENTIFICATION BADGES

2.1 The Bidder shall ensure that their employees are appropriately identified.

2.2 The Bidder shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and Bidder’s name. Such badge shall be displayed on employee’s person at all times when he/she is on City designated property.

2.3 Employees assigned to City facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the Bidder’s name.
3.0 MATERIALS AND EQUIPMENT
3.1 The Bidder is responsible for purchasing all materials and equipment to provide the needed services of the City facilities.
3.2 The Bidder shall use equipment that is commercial grade, safe for the environment, and safe for use by the employee.
3.3 The Bidder is required to keep all equipment used to maintain the City facilities in a safe and operable manner. All equipment shall be checked daily for safety.
3.4 Bidder shall display a sign indicating Bidder’s name and license number on both sides of all maintenance vehicles. The City shall approve all signs.
3.5 City will not provide any storage facilities for the Bidder for materials and equipment.
3.6 City will pay for the maintenance related water and electrical utilities.

4.0 CONTACT INFORMATION
4.1 The Bidder is required to maintain an office and provide the telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Bidder by radio or cell phone. Bidder is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. In response to a call from the City, Bidder shall respond within 2 hours.

5.0 SAFETY
5.1 The Bidder agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, CalTrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Bidder's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Bidder shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken.
5.2 It shall be the Bidder's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. Bidder shall be responsible for making minor corrections. Bidder shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five (5) days of the injury or death.

6.0 EMERGENCY PROCEDURES
6.1 The Bidder shall immediately report any emergency situations such as vandalism, broken equipment, etc., by calling the following:
6.2 During business hours, the Bidder shall contact the City’s Public Works Department at (562) 801-4415.
6.3 After-hours, the Bidder shall contact the Public Works Stand-by Employee at (562) 755-0768.
7.0 HOURS AND DAYS OF SERVICE

7.1 Maintenance service may be conducted between the hours of 6:00 a.m. and 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City.

7.2 Eight (8) hours of labor shall constitute a legal day’s work for all workers employed in the execution of this Contract and the Contractor and any subcontractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.

7.3 Within ten (10) days of the effective date of the Contract, Bidder will be requested to submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the Bidder shall submit for approval a revised schedule within five (5) working days.

7.4 Emergency Response: CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide CITY with all available supplies, materials, equipment and/or services on a priority basis, and pursuant to the Resource Conservation and Recovery Act (RCRA). CITY expects emergency response by CONTRACTOR to occur within two (2) hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for response during emergency situations. Emergency site location(s) and estimated arrival time will be mutually agreed upon if possible based on the circumstances of the emergency, by CITY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR’S facility and/or equipment, will be taken into consideration.

8.0 GENERAL CONDITIONS

8.1 The foreman shall prepare and submit to the Director of Public Works, or his designee(s), a weekly report. The weekly report shall indicate the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Bidder to rectify said situation and indicate the anticipated time frame for compliance.

8.2 The Bidder shall schedule operations so as not to interfere with the public’s use of the maintained areas. Bidder shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

8.3 If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Director of Public Works, or his designee(s), or is in the opinion of the Director, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Director of Public Works or his designee(s). Bidder shall transfer or discharge any such person within a reasonable time following notice therefore from the Director and such person shall not be employed at any other area maintained by the Bidder for the City except with the written consent of the Director.

8.4 The Bidder shall not post advertising signs and banners within the maintained areas. All traffic control and public safety signs used by the Bidder shall be kept free of graffiti at all times.
9.0 DAMAGE
9.1 All damages incurred to existing facilities by the Bidder’s operation shall be repaired or replaced at the Bidder’s expense.
9.2 All repairs will be performed by the City and the Bidder shall reimburse the City for the value of the repair.

10.0 EXTRAORDINARY REPAIRS
10.1 Any extraordinary incident such as vandalism, acts of God, and third party negligence which has or will affect any maintained area and is within the scope of the Bidder’s responsibilities, shall be documented by Bidder by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours. Bidder is not responsible for reporting or documenting graffiti. Bidder shall perform the above documentation upon discovery of extraordinary incidents.
10.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, direct the Bidder to perform necessary repairs and replacements in accordance with the following: Bidder shall submit a written estimate for the cost of performing such work to the City. City may upon review and approval of such estimate, authorize Bidder to perform said work by the issuance of a written work order. Upon completion of the work, Bidder shall submit a bill to the City.
THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ______________, 20____, by and between the City of Pico Rivera, a municipal corporation (hereinafter referred to as the “CITY”), and ____________________ (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

SECTION 1. RECITALS.

WHEREAS, the CITY desires to engage CONTRACTOR to perform _____________________ services;

WHEREAS, CONTRACTOR represents to the CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said _____________________ services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with one another for _____________________ services; as described in the Scope of Services attached as Exhibit “A”;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CONTRACTOR hereto agree as follows:

SECTION 2. SERVICES AND COMPENSATION.

a. CONTRACTOR shall provide to the CITY the Services set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by this reference, and shall be compensated in accordance with the fee schedule as set forth in Attachment 3 attached hereto and incorporated by reference, but not-to-exceed the maximum contract amount of (spell out) ____________________ ($__________) (herein “Contract Sum”).

b. CITY understands and hereby agrees that the services provided by CONTRACTOR under the Agreement will be performed wholly, or in large part, by CONTRACTOR.

c. CITY agrees to cooperate with and to provide all necessary information and assistance to CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement.

d. CONTRACTOR shall submit to CITY an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered and the amount due. Within thirty (30) days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.
e. The City does not warrant to contract exclusively with a single contractor to perform designated services.

SECTION 3. TERM.

This Agreement shall commence on _______________, 20__. The term of this Agreement shall be three (3) years from commencement and shall expire on _______________, 20__, unless sooner terminated as hereinafter provided. The Agreement shall have two (2) one year optional renewals, based on mutual agreement between the Parties, as indicated in an amendment to extend the contract term, signed by both Parties. In no event shall this Agreement extend beyond _______________, 20__.

SECTION 4. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject total CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

SECTION 5. EXTRA SERVICES.

No extra services shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the Director of Public Works or his designee.

SECTION 6. EXPENSES.

CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.

SECTION 7. CITY DESIGNEE.

The Director of Public Works, or its designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in this Agreement, subsequent to authorization by the CITY.

SECTION 8. TERMINATION.

a. CITY and CONTRACTOR shall have the right to terminate this Agreement, with or without cause, for any reason, with thirty (30) days' written notice. Termination shall become effective 30 days after delivery of written notice to the other party. The Parties shall continue to perform their respective obligations under this Agreement during the 30-day notice period.

b. Either party may terminate this Agreement for cause, effective immediately, upon written notice to the other party. For purposes of the Agreement, "cause" shall include, but not be limited to, a material breach of this Agreement.
c. Upon termination with or without cause, CITY shall pay to CONTRACTOR, within 30 days of receipt of a final invoice, all amounts due and owing to CONTRACTOR through the effective date of termination, for work CONTRACTOR performed to the CITY’s satisfaction, as solely determined by the CITY.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. As such, the CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONTRACTOR is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

b. The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation or any other insurance.

d. PERS ELIGIBILITY INDEMNITY. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to
the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Pico Rivera Municipal Code. The CITY, and its appointed or elected officers, employees, or agents. shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

SECTION 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to, and shall defend (with counsel of CITY’s choosing), indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney’s fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY. CONTRACTOR shall reimburse CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 14. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage’s:

a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate;

b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) combined single limit; and

c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers’ compensation insurance for its employees and subcontractors as required by the laws of the State of California.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. Endorsements for the policies under Section 14(a) and (b) shall designate the CITY as an additional named insured. Prior to commencement of CONTRACTOR’s services pursuant to this Agreement, CONTRACTOR shall
provide CITY with proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the office of the City Attorney. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right, but not the duty, to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any excusable wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best’s rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval of the City’s Risk Manager. The Contractor shall immediately advise the City of any litigation that may affect these insurance policies.

SECTION 15. NONDISCRIMINATION.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 16. ASSIGNMENT.

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 17. SEVERABILITY.

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

SECTION 18. WAIVER.

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 19. ATTORNEY’S FEES & COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall been entitled to an award of reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.
SECTION 20. NOTICE.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’s and CITY’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below:

If to CONTRACTOR:
____________________ (contractor name)

____________________
Attn: __________________

If to CITY:
City of Pico Rivera
Director of Public Works/City Engineer
6615 Passons Blvd.
Pico Rivera, CA 90660

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 21. WARRANTIES

Each of the Parties represents and warrants to one another as follows:

a. It has as received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 22. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the County of Los Angeles, State of California.

SECTION 23. MISCELLANEOUS

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
c. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

d. This Agreement may be signed in anyone or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

e. Each of the Parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party’s failure to perform under this Agreement or any agreement referred to in this Agreement.

f. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

g. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.

h. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

i. CONTRACTOR shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.

**SECTION 24. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

[Signatures on next page.]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
CITY OF PICO RIVERA

___________________________
______________________________ _________________________________
_______________________, Mayor  __________________, President

Dated: ________________________    Dated: ____________________________

ATTEST:

______________________________
Anna M. Jerome, City Clerk

______________________________
Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM: