REQUEST FOR PROPOSALS

FOR

VEHICLE AND EQUIPMENT REPAIR & MAINTENANCE

www.pico-rivera.org

DISTRIBUTION/ADVERTISEMENT: September 24th, 2018
SUBMITTAL DEADLINE: October 1st, 2018
I. INTRODUCTION

This is a Request for Proposals ("RFP") issued by the City of Pico Rivera ("City") seeking proposals from experienced and qualified automotive and equipment repair technicians ("Contractors") to provide vehicle and equipment maintenance services.

The intent of this RFP process is to select a Contractor and negotiate a contract for vehicle and equipment maintenance services.

By submitting a proposal, the Contractors agree to all of the terms and conditions of this RFP and Contractual Services Agreement attached hereto as Exhibit "D" ("Services Agreement"). Contractors shall detail any exceptions to the RFP or the Services Agreement in their proposals. 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 RFP. The successful proposer will be required to enter into a Services Agreement which includes the requirements of this RFP 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. Contractors are not permitted to communicate with other City staff or officials about this RFP, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

   Contact: James Coiner, Public Works Deputy Director (Superintendent)
   Phone: (562) 801-4968
   E-mail: jcoiner@pico-rivera.org

Contractors interested in participating in this RFP should immediately provide the Contact with a phone 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”, “will” or “shall” in this RFP 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 RFP questions and the written Bid Form.

V. DEADLINE FOR SUBMITTING QUESTIONS

Any questions regarding the RFP must be submitted to the Contact referenced above no later than September 25th, 2018 at 12:00 p.m., to allow a reply to reach all prospective Contractors before the submission due date. Inquires received after this deadline will not receive a response. Reference the RFP Title when making inquiries.

VI. FORMAT AND SUBMISSION

All Contractors are required to submit their proposals on the Proposal Forms attached as Attachment “1” hereto.

1. Complete and insert the Company Information.
2. Complete and insert the References information.
3. Complete and insert the Price List information.

Any other pertinent information a Contractor wishes to provide may be added on additional pages after the Proposal Forms.

The deadline for submitting a bid is **October 1st, 2018 at 12:00 pm.** 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 RFP Title and the Contractor's name on the face thereof, and shall be clearly addressed as follows:

City of Pico Rivera
Department of Public Works
RFP Vehicle and Equipment Repair & Maintenance
6615 Passons Blvd.
Pico Rivera, CA 90660

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

VII. SELECTION PROCESS

A. Responsive Contractor/ Responsible Contractor

Bids will be reviewed to ascertain that they comply with the RFP requirements. Contractors may be deemed non-responsive for failure to comply with the requirements set forth herein.

B. AWARD PROCESS

Once the lowest responsible/responsive Contractor has been determined, a Notification of Intent to Award, identifying the lowest responsible/responsive Contractor will be issued to all Contractors who submitted a bid.

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 of Pico Rivera Business License.

Commencement of services shall begin once the selected Contractor receives the Notice to Proceed.

VIII. Standard Terms & Conditions

In addition to the previous requirements, the Contractor shall, at minimum, perform or make provisions for the following general requirements:

A. **Addenda:** The City reserves the right to modify and issue addenda to this RFP. 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 RFP 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 Contractors 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 Contractor. Furthermore, submission of a bid constitutes permission by the Contractor for the City to verify all information contained therein. Failure to comply with any request for additional information may
C. **Bid Commitment:** The bid shall be firm and binding for one hundred and twenty (120) days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Contractor to furnish the products/services set forth in this RFP.

D. **Bid Errors:** City is not responsible for errors or omissions on the part of Contractors 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 Contractor 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 Contractor, the contents of the submitted bid will become a contractual obligation. The RFP and any addenda, Contractor’s bid, and the Agreement constitute the entire Agreement between the Contractor and the City and shall incorporate the provisions thereof. Failure of the Contractor to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

G. **Disclaimer:** This RFP does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Contractor. 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 RFP at any time for any reason at its sole discretion.

H. **Evidence of Insurance:** In the event an Agreement is awarded, Contractor 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; vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence; and umbrella or excess liability in the amount of $5,000,000. The umbrella or excess insurance policy shall contain a clause stating that the umbrella or excess coverage takes effect when primary limits are impaired or exhausted.

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.

Contractor 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 Contractor’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.

L. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFP, to obtain further information from any Contractor responding to this RFP, to waive any defect as to form or content of this RFP or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFP, 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 Contractors to this effect. The City also reserves the right to select another Contractor in the case that the original Contractor, 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 RFP incurred by the Contractor are the sole responsibility of the Contractor.
1. Company Information

Contractors and their sub-contractors must have prior successful experience performing maintenance and repair services on automobiles and equipment, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Name of Company: ____________________________________________________________________

Name of Owner: _____________________________________________________________________

Company Address: __________________________________________________________________

Phone Number: __________________________ Fax Number: _____________________________

Website: __________________________________________________________________________

Number of years in business: _________ Number of years in business at this location: _________

Name of Shop Manager(s): _____________________________________________________________

State the duties and qualifications of shop manager(s):

Assigned Contact/Service Representative: ________________________________________________

Title/Duties: _______________________________________________________________________

Qualifications: _____________________________________________________________________

Years with Company: _________ Phone Number: _________________________________________

Emergency Contact (365 days/year; 24 hours/day): _______________________________________

Operating Hours – The Contractor shall be currently operating out of a commercial facility, which is open and accessible to City personnel without prior notice during normal business hours. Please state normal operating hours:

Monday  __________ a.m. / p.m.   to   __________ a.m. / p.m.
Tuesday __________ a.m. / p.m.   to   __________ a.m. / p.m.
Wednesday __________ a.m. / p.m. to   __________ a.m. / p.m.
Thursday __________ a.m. / p.m.   to   __________ a.m. / p.m.
Friday   __________ a.m. / p.m.   to   __________ a.m. / p.m.
Saturday __________ a.m. / p.m.   to   __________ a.m. / p.m.
Sunday  __________ a.m. / p.m.   to   __________ a.m. / p.m.
Please provide an experience/qualifications profile for each member of your technical staff to include the following information. Attach additional sheets if needed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title / Years of Experience</th>
<th>Years with Contractor</th>
<th>ASE Certification Series and Level</th>
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Given the size and composition of your current staff, will it be necessary for you to increase staff to meet the requirements of this contract? Explain.

Please describe your hiring and continued education/training requirements for mechanics.

Have you, your company, or any officer or partner thereof, ever failed to complete a vehicle maintenance services contract?

If yes, give details, including dates: (use another sheet of paper, if necessary)

Has your company ever been assessed damages or penalties for failing to perform vehicle maintenance services in a satisfactory manner or for failing to complete a contract within the scope of work specified in the Request for Proposals?

If yes, give details: (use another sheet of paper, if necessary)

Does your company 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)
Does your company 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)

Has your company 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)
2. REFERENCES

Please provide three commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name: ______________________________________________________________________
Address: ____________________________________________________________________________
Phone Number: __________________________________ E-mail: ____________________________
Contact Person: ______________________________________________________________________
Fleet Size/Type: ______________________________________________________________________
Years of Contract: ___________ Frequency of Service: _________________________________

Company Name: ______________________________________________________________________
Address: ____________________________________________________________________________
Phone Number: __________________________________ E-mail: ____________________________
Contact Person: ______________________________________________________________________
Fleet Size/Type: ______________________________________________________________________
Years of Contract: ___________ Frequency of Service: _________________________________

Company Name: ______________________________________________________________________
Address: ____________________________________________________________________________
Phone Number: __________________________________ E-mail: ____________________________
Contact Person: ______________________________________________________________________
Fleet Size/Type: ______________________________________________________________________
Years of Contract: ___________ Frequency of Service: _________________________________
### ATTACHMENT 1
PROPOSAL FORMS
RFP – Vehicle and Equipment Repair & Maintenance

#### 3. Price List

<table>
<thead>
<tr>
<th></th>
<th>Passenger Vehicles &amp; Light Trucks</th>
<th>F250 and F350 Trucks and Utility Vehicles</th>
<th>F550 Truck and Bucket Truck</th>
<th>F650 Truck</th>
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<td>Preventative maintenance service (Exhibit “B”)</td>
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<tr>
<td>Flat Rate including labor and materials</td>
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<td>Annual Smog Check</td>
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<td>Flat Rate including labor and certification</td>
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<td>Vehicle Transport (pickup and delivery) for</td>
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<td>preventative and scheduled services</td>
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<td>Hourly Labor Rate</td>
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<td>Cost Plus %</td>
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<tr>
<td>Replacement Non-Dealer Parts</td>
<td>%</td>
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<tr>
<td>Cost Plus %</td>
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</table>

1. **Brake Service –Front Wheels: 2018 Ford F150 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

2. **Brake Service-Rear Wheels: 2018 Ford F150 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

3. **Brake Service-Front Wheels: 2018 Ford F250 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

4. **Brake Service-Rear Wheels: 2018 Ford F250 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

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5. **Brake Service – Front Wheels: 2018 Ford 350 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

7. **Brake Service – Front Wheels: 2018 Ford F550 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

8. **Brake Service - Rear Wheels: 2018 Ford F550 Truck**
   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

   - Replace pads, turn rotors and labor: $____________________
   - Replace pads, replace rotors and labor: $____________________
   - Replace pads, replace rotors and replace calipers and labor: $____________________
   - Replace pads: $____________________

    - Replace pads, turn rotors and labor: $____________________
    - Replace pads, replace rotors and labor: $____________________
    - Replace pads, replace rotors and replace calipers and labor: $____________________
    - Replace pads: $____________________

    - Replace pads, turn rotors and labor: $____________________
    - Replace pads, replace rotors and labor: $____________________
    - Replace pads, replace rotors and replace calipers and labor: $____________________
    - Replace pads: $____________________

12. **Brake Service - Rear Wheels: 2018 Ford F550 Truck**
    - Replace pads, turn rotors and labor: $____________________
    - Replace pads, replace rotors and labor: $____________________
    - Replace pads, replace rotors and replace calipers and labor: $____________________
    - Replace pads: $____________________
By submitting a Bid, Contractor agrees that they have read and understand the RFP in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addenda, as applicable. Should the Contractor have any objections to the RFP, 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 Contractor from complying with the requirements of the RFP.

Person from your company who completed the bid package:

Signature: __________________________________________ Date:________________
Printed Name and Title: _______________________________________________________
E-Mail: __________________________________________________________________
Phone: ____________________________________________________________________
EXHIBIT A
SCOPE OF SERVICES
RFP – Vehicle and Equipment Repair & Maintenance

1.0 GENERAL PROVISIONS

1.1 The successful Contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City prefers a Contractor that has the ability to perform all required services. Notwithstanding, the City may select more than one contractor to provide the services described herein. Furthermore, services may be rendered by sub-contractors only with City’s prior written approval. However, Contractor will remain responsible for the performance of the following obligation, notwithstanding the contracting of a subcontractor: billing, reporting, scheduling, delivery, work, quality, warranty, and other contractual obligations.

1.2 The City reserves the right to award one or more contract(s) to provide the services described herein as deemed in the City’s sole discretion to be most advantageous to the City.

1.3 The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section 1.4 herein for all fleet vehicles listed on Exhibit “C” attached hereto. Any exception including sub-contracting must be noted in the response.

1.4 Maintenance and Repair Services

A. Preventative Maintenance
   The City’s vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. Exhibit “B” (Preventative Maintenance Service Requirements) attached hereto, outlines the services required due to the use conditions. The average annual usage is normally around 10,000 miles.

B. Repairs and Maintenance
   Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service
   • Contractor is responsible for transport (pickup and delivery) of all vehicles for all preventative and scheduled services.
   • For non-scheduled emergency service, courtesy transportation for customer to and from city facilities and other locations within city limits.

D. Conditions on Required Services
   • 24-hour turn around on common repairs (including brakes, etc.) and routine maintenance without prior scheduling. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.
   • Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.

E. Repair Order Content and Procedure
   The Contractor shall provide repair orders for all services provided containing the following information:
- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.

- Actual work/cost above written estimate requires City approval prior to work start.

- Authorization of work by designated City staff is required for all repair orders.

- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle #, license #, and make/model
  - Vehicle mileage at time of service/repair
  - Date in/date out/time completed
  - Detail type of service, hours, material used, and cost associated with each
  - Sub-contracted repair orders containing same information shall be attached to contractor repair order
  - Copies of all invoices related to the repair

- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 12 months or 12,000 miles, whichever occurs first. The Contractor shall remedy all such defects at Contractor’s expense within one (1) working day after notification by the City.

- Warranty and sub-contracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, sub-contractors may be used by Contractor. Contractor assumes responsibility for work of sub-contractors. The charges for such services to the City shall be the amount of the sub-contractor’s invoice for services performed, or the contract price, whichever is less.

F. Hours of Operation
The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

G. Safety Check
The Contractor shall perform a safety check in conjunction with all repair & maintenance requirements listed within this RFP. The following safety checks shall be performed every time a vehicle is brought in for service:

- Tires – Visually check condition.
- Lights – Check directional signaling devices and emergency light systems for proper operation.
- Windshield Wipers and Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
• Battery – Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
• Heater-Defroster-Air Conditioner System and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
• Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
• Steering and Suspension Components – Conduct a “look and shake” inspection.
• Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
• Drive Shaft U-Joints / CV Joints – Conduct a “look and shake” inspection for seal leakage and joint failure.
• Critical Components – Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
• Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.
• Cooling System – Visually inspect entire system for leaks, damage or other signs of needed repair.
EXHIBIT B
PREVENTATIVE MAINTENANCE SERVICE REQUIREMENTS
RFP – Vehicle and Equipment Repair & Maintenance

All services listed below are to be performed per standard manufacturer recommended frequency as one package service. Cost is to be quoted as one flat rate for all services including labor and materials.

1. Change engine oil
2. Change engine oil filter
3. Check air filter condition
4. Check belts and belt tensioner
5. Check battery electrolyte level; add water as needed; clean and tighten terminals
6. Check brake fluid level
7. Check drive train fluid levels (Transmission, transfer case, differential)
8. Check engine compartment fluid levels; add as needed
9. Check engine cooling system, hoses and clamps
10. Check exhaust system
11. Check front and rear shocks for wear and/or leakage
12. Check exterior and interior lights and other electrical items for correct operation
13. Check power steering fluid level
14. Rotate tires and check tire pressure and condition
15. Check windshield wiper operation, blade condition, washer solvent level; fill as needed
16. Lubricate chassis
17. Lubricate steering linkage
18. Check front brake pads, rotors, calipers; check rear brake shoes, drums, wheel cylinders and brake hoses
19. Check parking brake operation
20. Lubricate door latches, locks and hinges
21. Replace fuel filter
22. For diesel engines, check and drain fuel/water separator
23. Check all seat belts
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The following vehicles are still under the manufacturer warranty. All work to be performed on these vehicles must comply with manufacturer’s warranty requirements.

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1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and [INSERT NAME] ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. **RECITALS**

   2.1 City has determined that it requires professional services from a consultant to provide Vehicle and Equipment Maintenance Services.

   2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

   NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

   3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s [INSERT PROPOSAL DATE] proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

   3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s [INSERT PROPOSAL DATE] proposal to City attached hereto as Exhibit “B”.

   3.3 “Commencement Date”: [INSERT DATE]

   3.4 “Expiration Date”: [INSERT DATE]

4. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. **CONSULTANT’S SERVICES**

   5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of [INSERT NOT TO EXCEED AMOUNT] unless specifically approved in advance, in writing, by City.
5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant 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 during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant 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. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant 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 Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. [INSERT
NAME OF CONTACT shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 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.

12.3 City shall not deduct from the Compensation paid to Consultant 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 Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers’ compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and
volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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 City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, or 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 City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise
from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

- 16.1.1.1 Premises, operations, and mobile equipment;
- 16.1.1.2 Products and completed operations;
- 16.1.1.3 Broad form property damage (including completed operations);
- 16.1.1.4 Explosion, collapse, and underground hazards;
- 16.1.1.5 Personal injury; and
- 16.1.1.6 Contractual liability,

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Contractor’s work under this Agreement.); and Ten Million Dollars ($10,000,000) umbrella or excess liability.

16.1.2 Automobile liability for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars $1,000,000 per accident for bodily injury or disease.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000)/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.
16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant'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 (or to such other addresses as the Parties may, from time to time, designate in writing).
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant 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 Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant 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. Consultant will take affirmative action to ensure that subcontractors, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. **WARRANTIES**

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. 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.

25.2 In executing this Agreement, each party 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.

25.3 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.

26. **CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
28. **COURT COSTS**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one 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.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

______________________________ ___________________________________
Gustavo V. Camacho, Mayor  [NAME, TITLE]

Dated: ________________________    Dated: _____________________________

ATTEST:

___________________________ ___________________________________
Anna M. Jerome, City Clerk    Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM: