



REQUEST FOR PROPOSALS (RFP)

FOR

Tree Maintenance, Planting, and Removal Services



City of Stanton

Public Works & Engineering Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, reading "Cesar Rangel", is positioned above a horizontal line.

Cesar Rangel, P.E.

Public Works Director/City Engineer

CRangel@StantonCA.gov

(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	April 2, 2024
Mandatory Site Meeting:	April 18, 2024 at 10 a.m. at 7800 Katella Avenue, Stanton, CA 90680
Deadline for Questions:	April 22, 2024 at 4 p.m.
Proposal Due Date:	May 2, 2024 at 4 p.m.
Presentation / Interviews:	TBD (as necessary)

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I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified contractors to provide professional tree trimming services as detailed in the Scope of Services. General items of work include tree maintenance, planting, and removal services.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 pm on May 2, 2024.** The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

A mandatory pre-proposal conference is scheduled for 10:00 a.m., Thursday, April 18, 2024 at the Stanton City Hall, 7800 Katella Avenue, Stanton, CA 90680. All prospective bidders must attend. At this time the City will respond to all questions and address clarifications relative to the RFP process.

The successful Contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Manuel Armenta, Senior Public Works Inspector for the Public Works and Engineering Department, at (714) 890-4204, or via email at MArmenta@StantonCA.gov.

II. PROJECT BACKGROUND

The City of Stanton is a 3.5 square mile City with an estimated 3,250 trees Citywide. Approximately 450 trees are serviced on an annual basis. Alongside the maintenance of public facilities and parkways, the City maintains all trees located in parks and medians, including medians on Beach Blvd (Hwy 39). Additionally, the City also operates the City Tree Planting Program allowing residents to choose from a selection of trees to plant on their parkway at City's expense (initial cost and maintenance trimming). Through programs, maintenance, and practices, the City anticipates a creation of a

system that will result in improved customer service level, cost-savings, and a healthier urban forest.

The City is also desirous of utilizing the services of the selected contractor to act as the City Arborist. Responsibilities of this position will be to oversee the maintenance activities for public trees and provide assistance and public information advice on trees.

III. QUALIFICATIONS

Minimum Qualifications

1. Minimum of seven (7) years of experience in professional tree/palm trimming and maintenance services.
2. Experience and/or demonstrated ability to provide satisfactory services.
3. The successful bidder and any subcontractor(s) must possess a current and valid California Contractor's license(s) in the classification(s) required by law to perform the work (C-49 or C-61/D-49 Tree and Palm Contractor Classification).
4. Licensed California Pest Control Advisor on staff.
5. Local Staffing able to respond to an emergency call-back within 30 minutes, and able to deploy the appropriate resources to respond within two (2) hours after being contracted by the City.
6. Maintain, or have the ability to quickly acquire, all necessary materials, labor, equipment, and other incidental and appurtenant work necessary for the services needed.
7. Contractors submitting a proposal shall possess a valid and current California Qualified Applicator (QAL) and comply with all other license, insurance and permit requirements of the City, State and Federal governments, as required by law to perform the work. Contractor shall maintain all required licenses and permits during the course of the contract and contractor employees shall be trained and licensed in accordance with the law.

Desirable Qualifications

1. Knowledge and experience with the City of Stanton's standards, provisions, and practices.
2. Three (3) year prior contract of related work and services with other cities and municipalities.

IV. SCOPE OF SERVICES



Specifically, the City request the written proposal to address the following services:

1. Provide scheduled and emergency tree trimming, removal and planting activities.
2. Develop and implement a trimming and maintenance schedule for public trees.
3. Develop and implement a preventative maintenance program for public trees.
4. Preparation and maintenance of GIS based public tree inventory.
5. Provide monthly and annual reports on tree maintenance activities.
6. Develop a list of recommended trees for use on public facilities and parkways.
7. Provide public information materials on proper tree maintenance.
8. Provide assistance to City staff in writing grant proposals for public tree programs.
9. Provide the services of a certified arborist and prepare reports, per request of City.
10. Acknowledge Caltrans rules and regulations for traffic control on Beach Blvd
11. Contractor is responsible for familiarizing with Caltrans POT TR-0429 Lane Request Form, City will provide proper documents.
12. Provide traffic control services per City and Caltrans Standards.
13. Attend meetings, as needed.

General:

1. Assume responsibility for completing all work as specified in Scope of Services.
2. Contractor should designate a single point of contact with decision-making authority for Work under this Contract, and shall be available during regular business hours.
3. Prohibit any persons other than those designated and employed by the Contractor to accompany tree trimming staff for Work.
4. Provide all equipment, labor, supervision, method of processes, and materials necessary to complete the Work. Contractor shall keep all materials and equipment neat, clean, and readily available at all times.
5. Provide all materials of good quality, as approved by the City, and in the amounts necessary to fulfill the Contract requirements and to accomplish an acceptable and professional level of service.



6. Bring to the attention of the City any defective or inoperative equipment no later than the following day after discovery.
7. Promptly and properly dispose of all debris accumulated as result of tree trimming.
8. Assume responsibility for timely payment of any subcontractor, material persons, workers, and suppliers.
9. Maintain a valid City of Stanton business license for the term of the Contract, if selected.

Billing Form, Records and Reports

1. The Contractor shall submit Record Maintenance Service Chart and Routine Checklist for approval by the City withing ten (10) days of award of contract.
2. Provide a copy of any or all records to the City upon request.
3. Maintain such record through the term of the Contract, plus three (3) years after Contract termination.
4. Provide a billing form and progress payment form approved by the City.

Protection from Damage:

1. Protect all public and private property that is not part of Work.
2. Assume liability for any damages as a result of its staff using improper techniques and/or materials. Contractor shall repair such damage at Contractor's expense.

Withholding of Payment and Liquidated Damages

1. In the case that work scheduled for performance is not performed, or does not meet the quality standards as required by the City, the City may allow the Contractor to correct the deficiencies without penalty either during the next scheduled shift, or time mutually agreed upon. In the case that deficiencies are not corrected as required, the City will impose a deduction from the Contractor's following monthly invoice a fee to be determined by the City based on required performance, not to exceed \$500.00 per individual occurrence, per location.

Personnel:

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the Work set forth in this Contract.

1. Contractor's Staff

- a. Require each of his/her employees to adhere to basic standards of working attire. These are to include uniforms with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing, which includes shirts shall be work at all times.
- b. Employ sufficient personnel to perform all work as scheduled and approved by the City, including Contractor personnel transition periods.

2. Supervision

- a. Provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the staff performing the Work.

3. Typical Tasks

- a. Contractor shall supply his/her staff with the necessary skills to perform duties in connection with Work contemplated under this Contract.

4. Knowledge and Abilities

- a. All analyses and procedures shall be performed in a manner approved by the City and State Health Department, including suitable experience in the field to perform the required Work in a safe and thoughtful manner.

Equipment

The Contractor shall use and furnish all equipment necessary for the satisfactory performance of the Work set forth in this Contract. City may make available to Contractor selected equipment for the purpose of performing the Work. City may revoke ability to use said equipment at its discretion without notice and/or compensation to the Contractor,

1. Equipment

- a. All equipment used by the Contractor shall be maintained in a clean appearance and in good operable condition. All equipment shall also be properly adjusted from an operational safety standpoint.

2. Vehicles

- a. Contractor shall display the name of their firm on any/all vehicles used or otherwise by the Contractor's employees.

Emergency Service Contact Information and Response

Contractor shall provide the City at all times throughout the duration of this Contract emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at any time. An alternate emergency number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact the Contractor representative who can take the necessary action required to alleviate an emergency condition.

The contractor is required to provide the City with a 24-hour emergency number for contact outside normal business hours. The response to an emergency call-out by the Contractor shall not be more than 30 minutes, deployment of appropriate resources to response with two (2) hours and shall be considered part of the normal Contract except when delayed by problems caused by vehicles accidents or Acts of God.

Progress of Work

Time is of the essence on every aspect of the Work. Work shall proceed in an expeditious and orderly manner. The Contractor shall endeavor to avoid service interruptions to the extent feasible. Any exceptions shall be approved by the City.

Alterations

1. The City reserves the right to increase, decrease, add, delete, and alter any item or portion of the Work as may be deemed necessary or advisable by the City. The City may make such alterations or deviations, additions to, or omissions from the Work, as may be determined during the progress of the Work to be necessary. Such alterations or deviations, additions or omissions shall in no way affect or make void the Agreement. Upon written order of the City, Contractor shall proceed with the Work as modified.
2. In the event that a location is closed for repair, construction, emergency, or any other event(s) where Work cannot be performed, City will notify Contractor of such closure five (5) business days in advance.

SCOPE OF WORK

The Contractor shall furnish all staffing, labor, equipment materials and incidentals required for tree maintenance services as described in Scope of Services and Description of Work.

DESCRIPTION OF WORK

This Contract is for comprehensive tree maintenance services, inventory and work record management citywide.

1. Work consists of tree trimming, palm tree trimming, tree removal, stump removal, root pruning, GIS/GPS tree inventory, tree pest management, supply and plant trees, watering arborist services, reports and other tree services.
2. City attempts to avoid annual cycle pruning during nesting season. If

annual cycle pruning or other tree maintenance is necessary during nesting season, Contractor is required to monitor for nesting activity prior to any work, per all applicable laws and regulations. No additional compensation is allowed.

3. High volume routine work may consist of annual tree maintenance cycles based on City tree inventory and desired level of service.
 - a. Tree trimming for most trees no frequently than every tree years.
 - b. Chinese Elm and Palm Trees are to be trimmed twice a year.
 - c. Mature Oak shall receive minimum work possible to maintain health and good condition and will be allowed to follow their natural form.
4. Low volume non-routine may be assigned on an as-needed basis and may include tree trimming or removal, stump and limb removal, pesticide recommendations and treatment, arborist services, inventory, and other tree maintenance services as needed.
 - a. Contractor should complete low volume non-routine services in a timely manner within three (3) weeks of receipts and priority work within seven (7) days of receipt.
 - b. Contractor shall be responsible for repairs to all turf, landscape, trail, irrigation, natural areas, concrete, hardscape, and damage by their vehicles, equipment or employees.
 - c. Contractor shall be penalized the full value of any tree damaged by Contractor's operation or removed in error.
 - d. City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of work described in the specification or to omit portions of the work so described as may be deemed necessary or expedient by the City. Contractor shall agree not to claim or bring suit for damages whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be performed. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City.

- e. City shall determine if Contractor has met Contractor requirements. Payment shall not be made for work that is not in accordance with standards and specifications as detailed in the Scope of Work.
- f. Contractor will not receive compensation for work performed that
- g. was not approved by Public Works Inspector or approved designee.

CONTRACTOR PERFORMANCE REQUIREMENTS

1. Contractor shall provide a fluent English speaking supervisor or foreman who shall be present at all times during Contract operations, and shall be responsible for both conduct and workmanship.
2. All work shall comply with good arboreal practice for the species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture and the most current American National Standards entitled "Safety Requirements for Tree Pruning, Trimming, Repair, or Removal" or unless deemed by the City for any reason.
3. Trees shall not be visibly marked at any time for any reason
4. Any structural weakness, decayed trunk or branches split crotches or limbs discovered by Contractor shall be reported to Public Works Inspector immediately and no later than one business day.
5. Pesticide Usage and Reporting
 - a. Contractor will store, transport, handle, mix and apply pesticides in compliance with all Federal, State, and local regulations and ordinances.
 - b. Contractor will report and maintain records of pesticides application in compliance with all Federal, State, and local regulations and ordinances.
 - c. Contractor will post signage and control public access to pesticide application areas for no less than the minimum time required by product label re-entry interval and applicable Federal, State and local regulations.
6. Disposal of Materials

- a. All green waste produced as a result of the Contractor's operations shall be reduced, reused, recycled, and or transformed by Contractor.
- b. Weight slips, or other approved documentation, shall be required as proof of final disposal and shall be submitted by Contractor at the end of each month to Public Works Manager.

7. Diseased and Infected Trees

- a. All trees known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
- b. All trees with known or suspected ISHB, Fusarium, Gold Spotted Oak Borer or other high priority pests/pathogens as determined by the City, Contractor shall handle all debris with best practice.
- c. Material or debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.
- d. Tree material with known or suspected disease or infestations that are too large to be immediately chipped onsite will be transported and disposed of off-site.

8. Pre-Inspection

- a. Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify presence of nesting birds, the location of utilities, irrigation components and/or any property elements that could compromise any work activity.
- b. All damages prior to commencement of work shall be documented with photos and report such damages to Public Works Inspector.
- c. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to City shall be considered the responsibility of the Contractor.

9. Protection and Restoration of Existing Areas

- a. Contractor shall protect all turf, landscape, trail, irrigation, natural areas, concrete, and other hardscape from damages from operations.
- b. All damaged shall be repaired and/or replaces at Contractor's expense within three (3) business days after notification of such damages by City. All repairs and/or replacements should be equal to original in all aspects.

10. Control of Work

- a. Contractor shall be responsible to meet equipment inventory requirements sufficient to perform all work described herein.
- b. Failure to maintain control at all times will be penalized.

11. GIS, GPS Capabilities and Requirements

- a. All GIS/GPS and Tree Inventory work shall be performed by Contractor's "in-house" employees.
- b. All GIS data and inventory records created by the Contractor are property of City.

12. Tree Inventory, Updates and Additions: Contractor shall provide a complete update of City GIS tree inventory at no additional cost to the City within three (3) months of award Contract

13. Sound Control: Contractor shall comply with all City sound and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract.

14. Dust Control: Contractor shall not create dust in such quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.

15. Debris Removal: Contractor shall remove all trash and debris from work area by the end of each day and as required during the course of work. Contractor shall dispose of materials at a site approved by the City.

16. Water: Contractor shall furnish all water required for performance of work, shall make arrangements for obtaining water with the governing water district and shall comply with all requirements set forth by the governing water district.

17. Utilities: Contractor shall contact all Underground utilizes companies and mark locations if necessary.
18. Parking Control: Contractor shall post, maintain and subsequently remove, temporary "No Parking" signs along the streets, parking lots, and other as needed areas upon completion of work. Work is performed no less than 24 hours prior to the start of said work. Contractor shall be responsible for replacing signs which are damaged or removed in order to maintain notice to the public.
19. Traffic Control
 - a. Contractor shall provide traffic control and equipment at no additional cost to the City
 - b. Contractor shall comply with all relevant provisions which conform the Standards and Guidance of the CA-MUTCD and Watchbook.
 - c. Contractor shall abide by Caltrans rules and regulations for Traffic Control on Beach Blvd
20. Safety: Contractor agrees to perform all work outlined in this Contractor to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with local, County, State or other legal intents and terms of the applicable Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.
21. High Voltage Lines: Work involving high voltage lines, Contractor shall be required to notify responsible utility company.

SPECIFICATIONS

1. Emergency Work
 - a. Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of four contact individuals within one week of Contract award. Should phone number of contact person change during the Contract those changes must be

provided to City.

- b. Contractor may be required to provide emergency/on-call response for services in this Scope of Work which includes night, weekends, holidays, or during storm events.
- c. Contractor is required to start work within two (2) hours of initial conversation and report to Public Works Inspector once completion of work.
- d. Failure of response from Contractor within two (2) hours will result in three hundred dollar (\$300) deduction from payment.
- e. Contractor shall be allowed to stockpile debris from emergency work and in a manner that does not cause a hazard and shall mark debris with lighted barricades sufficient for visibility from all angles. Stock pile must be removed by the end of the next calendar day. Stockpile shall not interfere with access of roadways, driveways, trails and sidewalks.

2. General Pruning Requirements

- a. Unless otherwise directed by the City "Full Prune" shall be the standard for all pruning performed under this contract.
- b. Trees shall be pruned to prevent branch and foliage interference with safe public passage, generally 8 feet from pedestrian access and 14 feet above roads. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- c. Selectively prune branches that create sight line conflicts with traffic control sign and/or devices.
- d. Selectively prune branches that are within five feet of a structure.
- e. Clear trees of sprout or sucker growth to a minimum height of ten feet above ground level. Exceptions are allowed for young trees,

which would be irreparably damaged by such pruning action.

- f. Prune to maintain a balanced appearance.
 - g. Remove all vines, and other parasitic plants growing in trees and on tree trunks. These plants shall be removed without injury to trees.
 - h. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, other plants or property.
 - i. Tools used on tree known or suspected to contain an infectious tree disease shall be properly disinfected immediately before and after completing work.
 - j. Tools and saw used in pruning shall be kept sharpened to result in final cuts with clean, smooth wood surface and secure bark remaining intact.
 - k. Trees six inches in diameter or less shall be pruned with hand tools only.
 - l. Trees limbs two inches in diameter or less shall be pruned with hand tools only.
 - m. Climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by City to aid in the safety of climbers performing the removal of a tree.
3. Full Prune
- a. Unless otherwise directed by City, "Full Prune" shall be standard for all pruning.
 - b. A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned.
 - c. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure and includes pruning to reduce overall canopy mass and excessive wood weight.

d. Full Prune typically consists of one or more of the following pruning treatments:

- I. Crown Cleaning: Removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown.
- II. Crown Thinning: Includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. When thinning the crown of mature trees, up to 25 percent of the live foliage may be removed unless directed otherwise by the City.
- III. Crown Reduction: Used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb, branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
- IV. Crown Restoration: Corrective pruning used to restore the form of crowns that have been previously damaged by topping or other extenuating circumstances.

4. Crown Raising/Clearance Prune:

- a. A crown raising or clearance prune does not involve the detail of work found in a full prune.
- b. Crown Raising: Consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half ($1/2$) of its foliage on branches that originate in the lower two thirds ($2/3$) of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

- c. Clearance Prune: Employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree included in this line item.
- d. Removal of hanging and down limbs are included in this line item.

5. Specific Pruning Requirements for Conifers and Broadleaf Trees

a. General Trimming and Shaping of Conifers

- I. Two basic classes of conifers can be found in City facilities, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus.
- II. Typically, up to 30 percent of the live foliage may be removed until directed otherwise by City.
- III. Contractor shall avoid damaging the central leader on all conifers. In specific cases the City may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
- IV. To control the growth of large mature conifers, Contractor shall be required to prune the new growth of later limbs.
- V. Pruning of Conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

6. General Trimming and Shaping of Broadleaf Trees

- a. Follow the shape indicated by the natural growth habits of each tree species.
- b. Cut to lateral to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head.
- c. Tree foliage may be reduced by up to thirty-five (35) percent.
- d. Trim to remove dead wood or weak, diseased, insect- infested, broken, low, or crossing limbs. Branches with an extremely narrow

angle of attachment should be removed.

7. Pruning Specification for Palm Trees

- a. All Palm pruning consist of maintaining the crowns and trunks of palms including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.
- b. Non-Canary Island Date Palms shall be trimmed using sanitized equipment before and after the equipment is used to cut the fronds of any other palm tree.
- c. Canary Island Date Palms shall be trimmed using a new handsaw blade. This is to prevent the spread of fusarium. The Contractor may use a sanitized chainsaw in forming and/or shaping the pineapple of the Canary Island Date Palm.
- d. With the exception of Date Palm, fronds should be pruned to an angle of 45 degrees.
- e. Date Palm fronds shall be pruned to an angle of 90 degrees.
- f. Contactor shall be responsible for removing all palm fruit and related stains from hardscape elements that occur while pruning.
- g. After four weeks from the scheduled date for Palm tree trimming in the district area(s), the contractor is obligated to address any hanging Palm fronds at the City's request within a maximum of two (2) business days.

8. Tree and Stump Removal

- a. Removal of down or leaning trees and their root systems are included in this line item.
- b. Contractor shall be responsible for contacting underground utility services prior to stumping operations.
- c. Trees shall be felled in a manner consistent with industry practice



emphasizing the safety of the public and the the protection of adjacent property.

- d. Contractor shall maintain control of the trees and its part at all times. At no time shall branches, limbs or tree trunks be allowed to freefall and create damages of any type. Loss of control incidents should be penalized.
- e. Stumps including root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight inches.
- f. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grinding shall not be used as backfill material.
- g. Stumps to be left in place shall be cut at three(3) feet above grade.

9. Root Pruning

- a. Roots shall be pruned immediately adjacent to the edge of sidewalk or curb or other improvement.
- b. All cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of dirt and/or mulch from root pruning and shall be free from rocks.
- c. Contractor shall repair or replace all utility services connections, sprinkler systems and any other assets which are damaged or removed as a result of root pruning operations. Repairs shall be implemented immediately and completed by the end of the next working day. Repairs and replacements will be equal to existing improvements and shall match them in finish dimensions and manufacturer.

10. Tree Pest Treatment

- a. Contractor shall have an "in-house" CDPR Qualified Applicator apply pesticides in accordance with the recommendations from the "in-house" CDPR Agricultural Pest Control Adviser (PCA) and applicable product labels, Federal, State and local regulations.

- b. All drills, tools, and equipment used for trunk injection shall be sanitized between each individual hole or injection port.

11. Tree Planting

- a. Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor, staking, backfilling, and seeding.
- b. Contractor shall confirm correct planting site before excavation.
- c. Contractor shall not excavate deeper than the depth of the root ball prior to planting.
- d. Contractor shall install tree root barrier and tree guard at City's request.
- e. Contractor is responsible for the stability of the planted trees.

12. Watering

- a. Contractor is required to water all newly planted trees twice a week for an additional six (6) month after installation.

V. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.

- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Contractor who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Contractor has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Contractor to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing citywide landscaping maintenance services.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must



approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.

4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency. Include up to three (3) references.
7. Evidence of compliance with City insurance requirements.
8. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the Contractor wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Contractor will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT F**, “Sample Professional Services Agreement.”
9. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT E**, “Proposal Acknowledgement Form.” Failure to submit this signed form will result in the disqualification of the Consultant’s proposal.

SEPARATE FEE PROPOSAL

Contractor fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Bid Schedule (**EXHIBIT C**) submitted in a separate, sealed envelope.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, “Payment to Contractor,” below.

VI. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
Experience Performing Similar Work	40%
Insight into Tree Trimming and Items Recommended for Inclusion	30%
Ability to Respond to Emergencies	15%
Fee Proposal	10%
Exceptions and deviations from the City's standard Professional Services Agreement.	5%

VII. SELECTION PROCESS

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Contractor is complete.

The City will review the fee proposal and negotiate a service fee with the best qualified contractor. In the event the City cannot negotiate a fee with the best qualified contractor, the City will negotiate a fee with the second ranked contractor, and so on until an agreement is reached.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to



execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

VIII. SUBMISSION DEADLINE

In order to be considered, the Contractor must submit three (3) copy of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:

City of Stanton – City Hall
Department of Public Works & Engineering Counter
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Manuel Armenta

The proposal outer envelope shall be labeled:

TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

IX. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Manuel Armenta
Senior Public Works Inspector, Department of Public Works & Engineering
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(657)295-0919
Email: MArmenta@StantonCA.gov

All questions and/or inquiries shall be submitted by **April 22, 2024** at **4:00 PM**.
If the City chooses to respond to such inquiries.

Contractors are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by April 24, 2024, please verify any addenda was issued by contacting Manuel Armenta by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT E**).

X. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Contractor.

XI. PAYMENT TO CONTRACTOR

The Contractor will be paid monthly for satisfactory work performed under this contract.

On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.

1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
2. This invoice shall be subject to review and approval by the City.
3. All submitted invoices will be paid within 30 days of approval by the City.

4. Any charges in the invoice not approved by the City shall not be paid.

XII. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with the requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

- A. The Contractor shall have **Commercial General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001 or the exact equivalent. Defense costs shall be paid in addition to the limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
- B. **Business Auto Coverage** on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$200,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance



must be accompanied by the applicable endorsements for the specific insurance policy.

- D. **Certificate of Insurance** or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or behalf of the named insured for City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents under any third-party liability policy.”

- E. It is the Contractor’s responsibility to ensure that all sub-contractor’s comply with the following:

Each sub-contractor that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-contractor work include soil sample borings, utility potholing, etc.

XIII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

XIV. INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The



personnel performing said services shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers' Compensation.

XV. CONTRACT

The Contract includes the Professional Services Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

XVI. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) negotiating with the City on any matter related to the proposal; and (4) any other expenses incurred by the Contractor prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Professional Services Agreement has been executed by the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

EXHIBIT A

QUANTITY BY SPECIES

QUANTITIES ARE AN APPROXIMATION TO THE BEST OF THE CITY'S KNOWLEDGE

QUANTITY BY SPECIES	
SPECIES	QTY
Palm -Queen	704
Crape Myrtle	311
Carrotwood	194
Tristania (Brisbane Box)	182
Elm - Chinese	136
Magnoilia	111
Palm - King	77
Phus - African Sumac	76
Pear - Aristocrat	72
Pear - Bradford	69
Chinese Pistache	61
Tabebuia - Lavander Trumpet	61
Jacaranda	60
Bottlebrush - Lemon	56
Koelreuteria - Bipinata	51
Pear - Evergreen	46
Willow - Australian	46
Tristania laurina	44
Agonis - Purple Peppermint	41
Liquidambar	38
Other	816
TOTAL	3252

EXHIBIT B

TREE DISTRICT MAP

QUANTITIES ARE AN APPROXIMATION TO THE BEST OF THE CITY'S KNOWLEDGE

CITY OF STANTON
DISTRICT MAP

10/2/2014

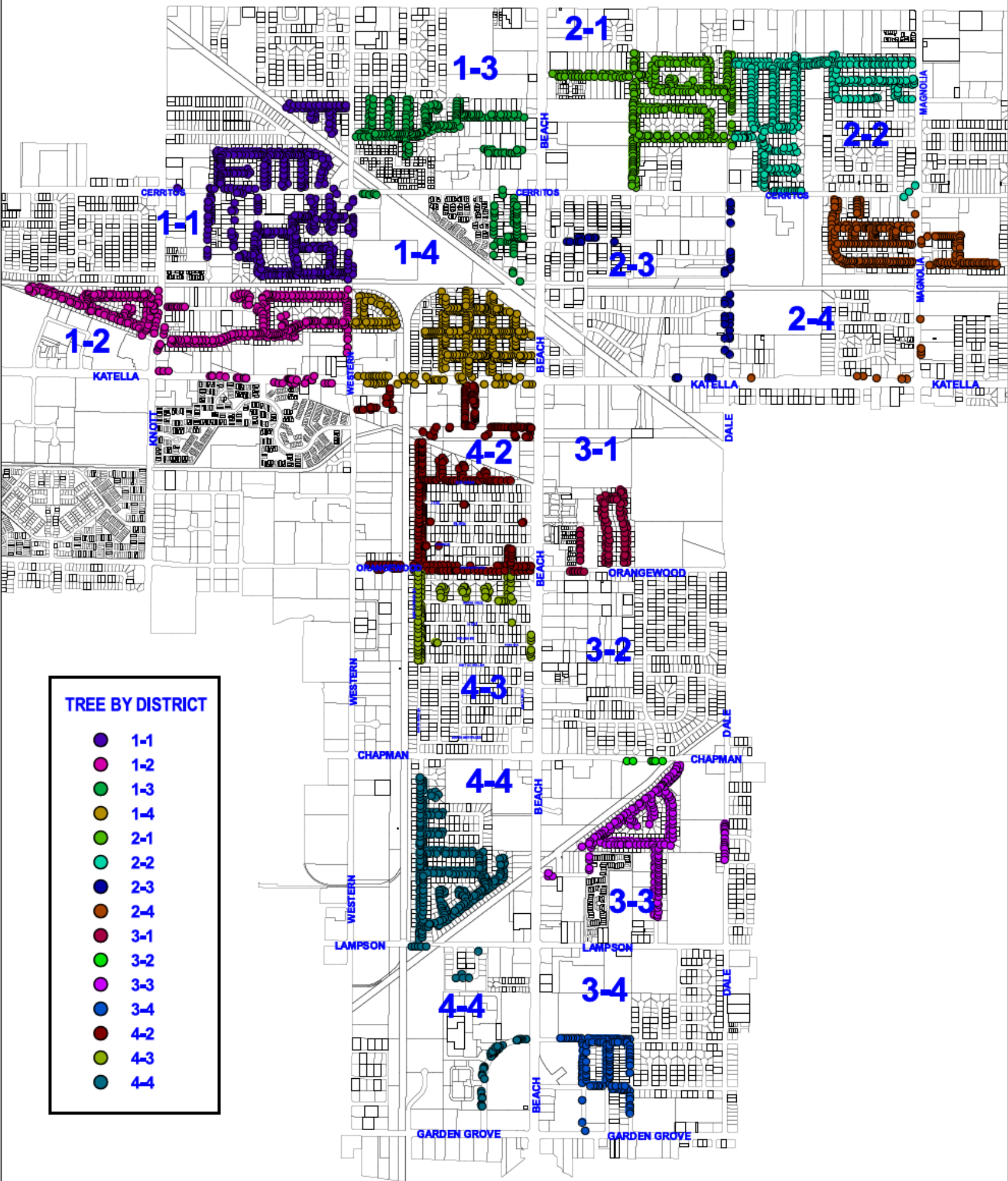




EXHIBIT C

BID ITEM SHEET

QUANTITIES ARE AN APPROXIMATION TO THE BEST OF THE CITY'S KNOWLEDGE



BID ITEM SHEET

Full Trim Services

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	XX Large 28.5" DBH & up	1	EA		
2	X Large 16.5" to 28" DBH	1	EA		
3	Large 8.5" to 16" DBH	1	EA		
4	Medium 4.5" to 8" DBH	1	EA		
5	Small 2.5" to 4" DBH	1	EA		
6	X Small 2" DBH or less	1	EA		
7	Queen – Mexican Fan – Windmill – King – Other 8.5	1	EA		
8	Queen - Mexican Fan – Windmill – King – Other 8 ft clear wood & down	1	EA		

Subtotal:

Raising

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	XX Large 28.5" DBH & up	1	EA		
2	X Large 16.5" to 28" DBH	1	EA		
3	Large 8.5" to 16.5" DBH	1	EA		
4	Medium 4.5" to 8" DBH	1	EA		
5	Small 2.5" to 4" DBH	1	EA		
6	X Small 2" DBH or Less	1	EA		

Subtotal:

Full Tree Removal

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	XX Large 28.5" DBH & up	1	EA		
2	X Large 16.5" to 28" DBH	1	EA		
3	Large 8.5" to 16.5" DBH	1	EA		
4	Medium 4.5" to 8" DBH	1	EA		
5	Small 2.5" to 4" DBH	1	EA		
6	X Small 2" DBH or Less	1	EA		

Subtotal:



Palm Removal

ITEM NO.	DECRPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Phoenix Canadensis 8.5 clear wood & up	1	EA		
2	Phoenix Canadensis 8 ft clear wood & down	1	EA		
3	Queen – Mexican - Windmill – King – Other 8.5 clear wood & up	1	EA		
4	Queen – Mexican - Windmill – King – Other 8.5 clear wood & up	1	EA		

Subtotal:

Day Rate

ITEM NO.	DECRPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Miscellaneous tree work/ clean ups	1	DAYS		

Subtotal:

Day Rate

ITEM NO.	DECRPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Provide mulch	1	MONTH		

Subtotal:



ADDITIONAL SERVICES

YOUNG TREE MAINTENANCE

ITEM NO.	DECRPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	New trees (water 2 x week)	6	MONTH		

Subtotal:

\$

SUBTOTAL BASE MAINTENANCE ANNUAL COST IN FIGURES

(BASED ON BID SCHEDULE TOTAL OF ANNUAL PRICES FOR FULL TRIM SERVICES, RAISING, FULL TREE REMOVAL, PALM REMOVAL, DAY RATES, ADDITIONAL SERVICES)



Maintenance Labor Rates

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Section 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <https://www.dir.ca.gov/dlsr>.

Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Landscape Maintenance Services. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate of holiday and overtime work must be at least time and one-half.

For the purpose of this section of the agreement, all work being performed is maintained in nature. Please see below for description of work.

Description	Normal Business Rate	Emergency After-Hours Rate
Supervisor	\$	\$
Irrigator	\$	\$
Laborer	\$	\$

Bidders understand twenty-four (24) hours, seven days per week (including holidays) emergency response is required within one (1) hour of notification by City.



EXHIBIT D

CALTRANS POT TR-0429 LANE REQUEST SAMPLE FORM

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

The Permittee warrants and represents the Permittee has hired the following prime contractor(s) to perform the approved encroachment activities under Encroachment Permit # _____ on the Permittee's behalf as agents in accordance with Encroachment Permit General Provision #4 or Adopt-A-Highway Special Provision # 3, whichever is part of the Encroachment Permit. The Permittee warrants and represents the Permittee has provided a copy of the Encroachment Permit to the prime contractor(s) listed below, and further warrants and represents that the activities related to the Encroachment Permit, whether performed by the Permittee or by the prime contractor(s) below or by any person or entity acting for or on behalf of the Permittee, will be performed in compliance with all terms, conditions, specifications, standards, provisions, and other requirements of the subject Encroachment Permit. The person signing below warrants and represents such person has authority on behalf of the Permittee to make the warranties and representations contained herein, and to agree to and so bind the Permittee to this page.

List of authorized prime contractors for the encroachment permit:

Contractor Name	Scope of work (Traffic Control/civil work etc.)	Contact Person	Contact Person's Information (Phone # and E-mail)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Permittee_____
**Name and Title of Person
Signing for Permittee (Print)**_____
Signature_____
Date



EXHIBIT E

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) _____, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

Original Signature by Authorized
Officer/Agent

Vendor's Tax ID Number (FEIN)

Type/Print Name of Signatory

Company Name

Title

Phone Number

Contractor Mailing Address

Fax Number

Form of Business (mark one of the
following):

Website Address

☐ Sole Proprietor/Individual

E-mail Address

☐ Partnership

☐ Corporation

☐ Limited Liability Company (LLC)

If a corporation, the State where it is
incorporated: _____



EXHIBIT F

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC TREE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor

2.1.1 Agreement The Parties entered into that certain Agreement for Public Tree Maintenance Services sated Month XX, 20XX ("Agreement")

2.1.3 Contractor represent that the principal members of its firm are qualified California licensed contractors <insert license number and DIR> and are fully qualified to perform the services contemplated by this Agreement in a good and professional manner; and it desires to perform such services as provided herein.

NOW THEREFORE, inconsideration of the Parties here to agree as follows.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Public Tree Maintenance Services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **START DATE** to **END DATE**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractors.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: [INSERT NAME(S)].

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all



purposes under this Contract. The City Manager hereby designates the **Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.



3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.



- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.



3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (**[\$[INSERT NUMBER]**) ("Total Compensation") without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.



3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.



3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Public Works Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to



any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under



Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.



3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political



contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney