

REQUEST FOR PROPOSALS (RFP)
FOR
CITYWIDE STREET SWEEPING SERVICES



City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

Approved for Advertising:

Cesar Rangel, P.E.
Public Works Director/City Engineer
CRangel@StantonCA.gov
(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	Thursday, April 25, 2024
Deadline for Questions:	Monday, May 13, 2024 at 2:00 p.m.
Proposal Due Date:	Monday, May 27, 2024, at 4:00 p.m.
Presentation/Interviews:	TBD (as necessary)

TABLE OF CONTENTS

SECTION I. GENERAL DESCRIPTION AND INTRODUCTION.....	3
SECTION II. PROJECT BACKGROUND.....	3
SECTION III. SCOPE OF SERVICES.....	4
SECTION IV. SUBMISSION REQUIREMENTS.....	5
SECTION V. SELECTION CRITERIA.....	7
SECTION VI. SELECTION PROCESS.....	8
SECTION VII. SUBMISSION DEADLINE.....	8
SECTION VIII. REQUESTS FOR ADDITIONAL INFORMATION.....	9
SECTION IX. TAXES AND LICENSES.....	10
SECTION X. PAYMENT TO CONTRACTOR.....	10
SECTION XI. INSURANCE.....	11
SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY.....	12
SECTION XIII. INDEPENDENT CONTRACTOR.....	12
SECTION XIV. CONTRACT.....	12
SECTION XV. GENERAL CONDITIONS.....	13
SECTION XVI. PREVAILING WAGE.....	13
 EXHIBIT A: CITY MAP WITH CURRENT STREET SWEEPING SCHEDULE	
 EXHIBIT B: TRASH PICK UP SCHEDULE	
 EXHIBIT C: BID SCHEDULE	
 EXHIBIT D: PROPOSAL ACKNOWLEDGEMENT FORM	
 EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT	

I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified certified by the North American Power Sweeping Association (NAPSA) to provide Citywide Street Sweeping 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 p.m. on Monday, May 27, 2024.** The contract is anticipated to be awarded at a June City Council meeting. 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.

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 Keith Gifford, Code Enforcement / Parking Control Manager, via email at KGifford@StantonCA.gov.

II. CITY AND PROJECT BACKGROUND

The City of Stanton's has approximately 85 curb miles of public streets, 6.5 curb miles of medians, 18 linear miles of public alleys, and Beach Boulevard (5.8 curb miles of street and 5.2 curb miles of medians) that are swept once a week. A street sweeping map showing the streets, medians, and alleys is included as **EXHIBIT A**, Street Sweeping Map, and a trash pick up map is included as **EXHIBIT B**. The City's normal working hours are 7 am to 4 pm, Monday through Friday. Arterial streets with no parking may be swept between 12 and 7 am. Industrial streets may be swept between 5 and 8 am.

Hours of operation are subject to the approval of the Public Works Director / City Engineer or their authorized representative. The City reserves the right to request routing changes at any time. Routing changes shall only take effect upon mutual agreement by the City and Contractor.

III. SCOPE OF SERVICES

The City is seeking qualified contractors with a minimum of three (3) years of experience providing Citywide Street Sweeping Services similar to those requested in this Scope of Services. Contractors with experience and current contracts with public agencies, particularly in Orange County, are highly desirable. Contractor shall be prepared to furnish all labor, supervision, materials, non-consumable supplies, equipment, fuel, transportation, and every other expense necessary to successfully provide Citywide Street Sweeping Services.

GENERAL

The Citywide Street Sweeping Services shall include full clearance of debris and residue from all existing right-of-ways located within the present corporate limits of the City of Stanton. The Contractor shall make as many passes as necessary to accomplish the task, including all of the following:

- Removal of spills of concrete, rock, gravel, accident debris, etc.*
- Physical/personal pick up and transfer of items of excessive size (e.g., cardboard, large rocks, etc.) into the hopper
- Sweeping of pavement edges, painted two-way left turn lanes, and medians & median islands (flush concrete or paved) as part of the sweeping of the associated street

*Dirt and debris carried onto streets from identifiable construction sites shall not be considered the responsibility of the Contractor if located within one-hundred (100) feet of the construction site. Instead, the construction contractor will be required to completely clean debris carried by traffic to areas beyond these specified limits.

The Contractor shall comply with all conditions of the City's NPDES Permit including staff training and submittal of reports for number of miles of streets swept, equipment documentation and maintenance, and disposal of materials. Documentation will be provided to the City for inclusion into the City's NPDESS program.

Contractor shall dispose of all debris and refuse collected from street sweeping operations at the CR&R facility located at 11232 Knott Ave., Stanton, CA 90680, or an alternative facility designated by the Public Works Director / City



Engineer in the event the CR&R facility is unavailable. The City shall be responsible for paying all costs of disposal of debris and refuse collected from street sweeping operations.

The Contractor shall not generate any major disruptive noise at the work site, storage sites, staging areas, etc., outside of the normal working hours prescribed above. A noise level limit of 86 dbA at a distance of fifty feet shall apply to all equipment used by the Contractor. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

In addition to conducting street sweeping in strict accordance to the agreed-upon sweeping schedule, Contractor must also submit reports for the City to include in the City's National Pollutant Discharge Elimination System (NPDES) program, and also provide record of the total weight / volume of debris collected. Contractor shall provide documentation on equipment specifications & maintenance, as well as the disposal of materials. Contractor shall log the date, time, streets, and miles swept daily for the City's review.

Any complaints made by members of the public or the City must be promptly documented, investigated, and reported to the Public Works Director / City Engineer. The report shall be issued on the following workday from the complaint's receipt and shall detail any actions taken or planned to address the complaint.

PERSONNEL

Street sweeping shall be conducted by personnel adequately trained in sweeper operation (including compliance with the City's NPDES permit) and have proficient command of the English language (i.e., reading, writing, and speaking). Contractor shall designate the same operators to sweep in the City. Permanent or long-term (i.e., longer than one month) operator changes must be promptly noticed to the City. The City reserves the right to reject proposed replacement operators.

Substitute Sweeper. The Contractor shall also provided dedicated backup sweepers that are trained and familiar with the City's street sweeping routes, schedules, and practices—well in advance of serving as a substitute sweeper. A substitute sweeper that is completely new often results in major delays in street sweeping; in the worst-case scenario, a code enforcement officer has to guide the sweeper by driving in front of it—causing a significant negative



impact to the City's code enforcement staffing level. The City recommends backup sweepers shadow the primary dedicated street sweeper on a regular basis to ensure that they can deliver as a substitute sweeper with minimal support from City staff.

Contractor shall maintain three toll-free phone numbers by which the Contractor's key personnel—namely the Project Manager and primary & secondary sweepers.

EQUIPMENT

Sweeping shall be conducted through the use of Compressed Natural Gas (CNG) or Liquefied Petroleum Gas (LPG) street sweepers in compliance with the South Coast Air Quality Management District's (AQMD's) Rule 1186.1—Less Polluting Sweepers. At least one back-up sweeper shall be provided. All vehicles utilized by the Contractor shall be labeled with decals on the exterior right and left side panels, clearly identifying the Contractor's name and phone number.

All vehicles utilized by the Contractor shall each have a Global Positioning System (GPS) installed that will enable the Contractor to track the respective real-time location of the vehicle at all times. The GPS must be able to track non-sweeping stops and the speed of the equipment, as well as generate reports and maps to display this information. During sweeps, vehicles shall not operate above the upper speed limit for optimum sweeping, as specified by the vehicle manufacturers.

The City will not provide CNG fuel for the equipment. Fuel costs for the equipment must be included in the Contractor's cost proposal. The nearest CNG fuel station is located at 12931 Garden Grove Blvd., Garden Grove, CA 92834. Contractor shall be allowed to use water from the City Yard, at no cost to the Contractor, for operations falling under Stanton's Citywide Street Sweeping Services.

Contractor shall use furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the street sweeping work set forth herein. After sweeping, curbs and gutters shall be left in a clean condition (free from residue). Contractor shall make as many passes as necessary to leave the streets in clean condition.

STREET SWEEPING SCHEDULE

It is the responsibility of the Contractor to follow the current street sweeping schedule. The Contractor is encouraged to use their experience to incorporate creativity and real world solutions to the needs of the City.

The **cancellation of scheduled street sweeping** due to inclement weather shall be at the sole discretion of the Code Enforcement / Parking Control Manager or their authorized representative. The process for such cancellations shall be as follows:

1. Contractor informs Code Enforcement / Parking Control Manager of likely (i.e., >50%) forecasted inclement weather via email, call, and text twenty-four (24) hours in advance of the scheduled street sweeping.
2. Unless otherwise directed by the Code Enforcement / Parking Control Manager, Contractor has staff prepared on standby for the first two-and-a-half (2.5) hours of the street sweeping shift.
3. Should the Code Enforcement / Parking Control Manager cancel the scheduled street sweep, the Contractor proposes a work schedule adjustment that will return the Contractor to the normal weekly schedule the following week while also ensuring that storm debris is adequately cleared.
4. Code Enforcement / Parking Control Manager approves work schedule adjustment or works with Contractor to reach agreement on a work schedule adjustment.

BILLING FORM, INVOICING, RECORDS, AND REPORTS

1. The Contractor shall submit Record Maintenance Service Chart and Routine Checklist for approval by the City within 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.
5. Provide a separate invoice for all work done on Beach Boulevard

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.

EMERGENCY RESPONSE

Local staffing shall be able to respond to emergency call-back within 30 minutes, and able to deploy the appropriate resources to respond within two (2) hours after being contacted by the City.

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. Should phone numbers of the contact person change during the Contract those changes must be provided to the City.

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 respond 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.

Failure of response from Contractor within two (2) hours will result in three hundred dollars (\$300) deduction from payment.

IV. 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 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) double-sided pages. Resumes for proposed personnel, tabs, and cover/back pages will not be counted towards the page limit.
- Proposals should be clear and concise – lengthy narrative is discouraged.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, P.E., Public Works Director / 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 experience with providing Citywide street sweeping services. Include the firm's financial condition by identifying any conditions that may impede the Contractor's ability to provide these services (e.g., bankruptcy, settlements paid in the last five years, pending litigation, planned office closures, impending merger, etc.).
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 City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency. Include minimum three (3) references for completed work in the past five (5) years.
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 E**, "Sample Professional Services Agreement."
9. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT D**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Contractor'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.

Contractor shall note any Consumer Price Index (CPI) and other annual cost increases, with the understanding that such year-over-year cost increases will be judged unfavorably by the City.

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

V. **SELECTION CRITERIA**

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

Criteria	Approximate Weight
Approach to providing services, including the methods and techniques to be used for assessment and ongoing management, and customer services.	20%
Cost of the services to reflect value and fiscal prudence	20%
Demonstrated record of success on similar work performed for other municipalities	35%
Qualifications and ability of the firm to provide the services outlines in the "Scope of Services", including staffing capabilities, emergency work, proposed team	20%
Exceptions and deviations from the City's standard Professional Services Agreement.	5%

VI. **SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case,



the Contractors of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Contractor.

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.

VII. SUBMISSION DEADLINE

In order to be considered, the Contractor must submit three (3) copies of the Service Proposal to the following office:

City of Stanton, City Hall
Public Works & Engineering Department Public Counter
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Cesar Rangel, P.E.

The proposal outer envelope shall be labeled:

PROPOSAL FOR CITYWIDE STREET SWEEPING 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.

VIII. REQUESTS FOR ADDITIONAL INFORMATION

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

Keith Gifford
Code Enforcement / Parking Control Manager
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4224
Email: KGifford@StantonCA.gov

All questions and/or inquiries shall be submitted by Monday, May 13, 2024 at 2:00 P.M.

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 **Thursday, May 17, 2024**, please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT D**).

IX. TAXES AND LICENSES

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

X. 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 Engineer.
3. All submitted invoices will be paid within 30 days of approval by the Engineer.
4. Any charges in the invoice not approved by the Engineer shall not be paid by the City.
5. Separate invoices must be submitted for all work done on Beach Boulevard and Stanton right-of-way.

XI. 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, 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.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 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. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the 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-consultants comply with the following:

Each sub-consultant 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-consultant work include soil sample borings, utility potholing, etc.

XII. 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.

XIII. 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.

XIV. 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 consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant 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.

XV. 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) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Contractor prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

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

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to 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.

XVI. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a “Public Works” project require payment of prevailing wages.

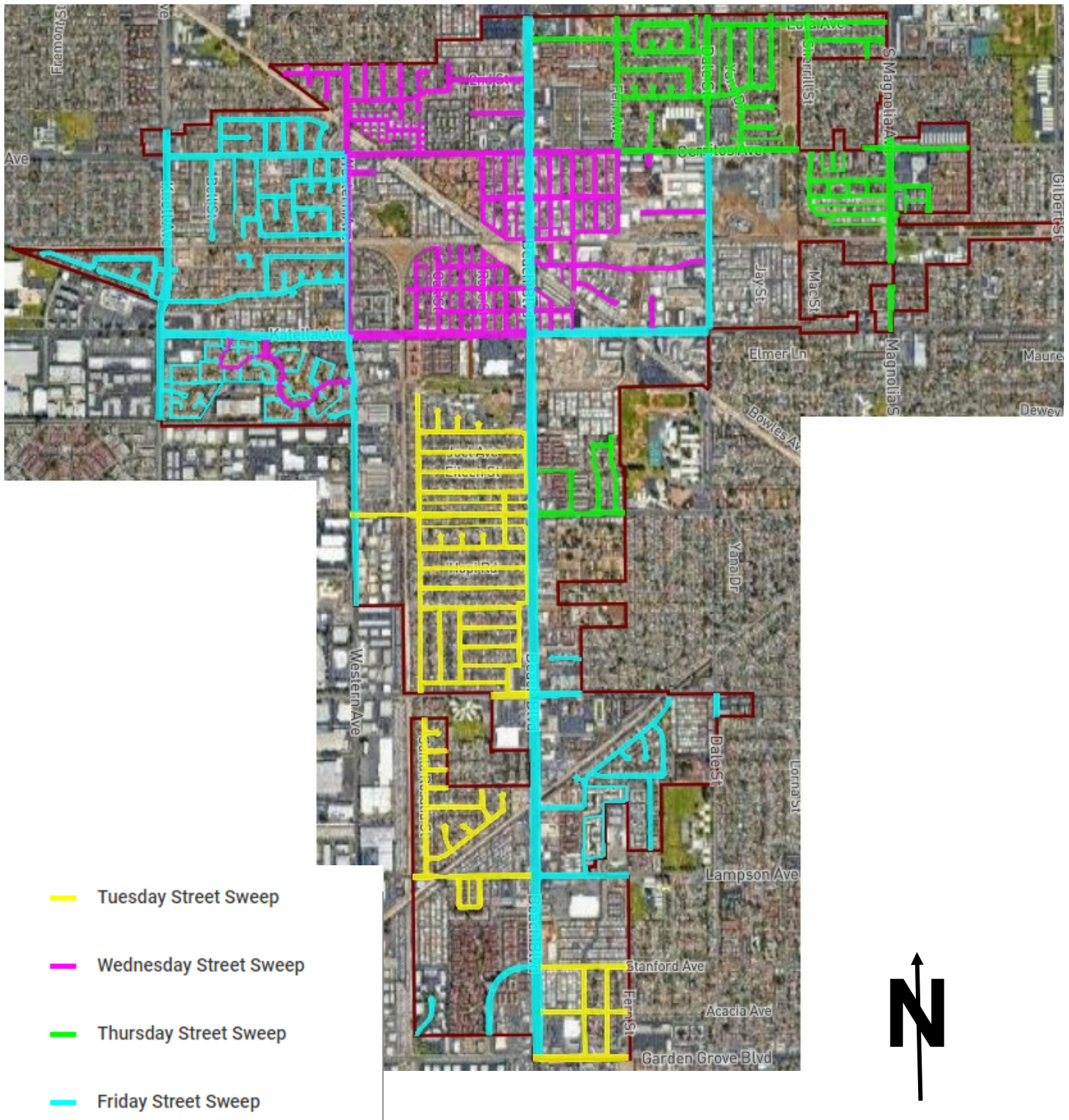


EXHIBIT B



TRASH PICKUP SCHEDULE

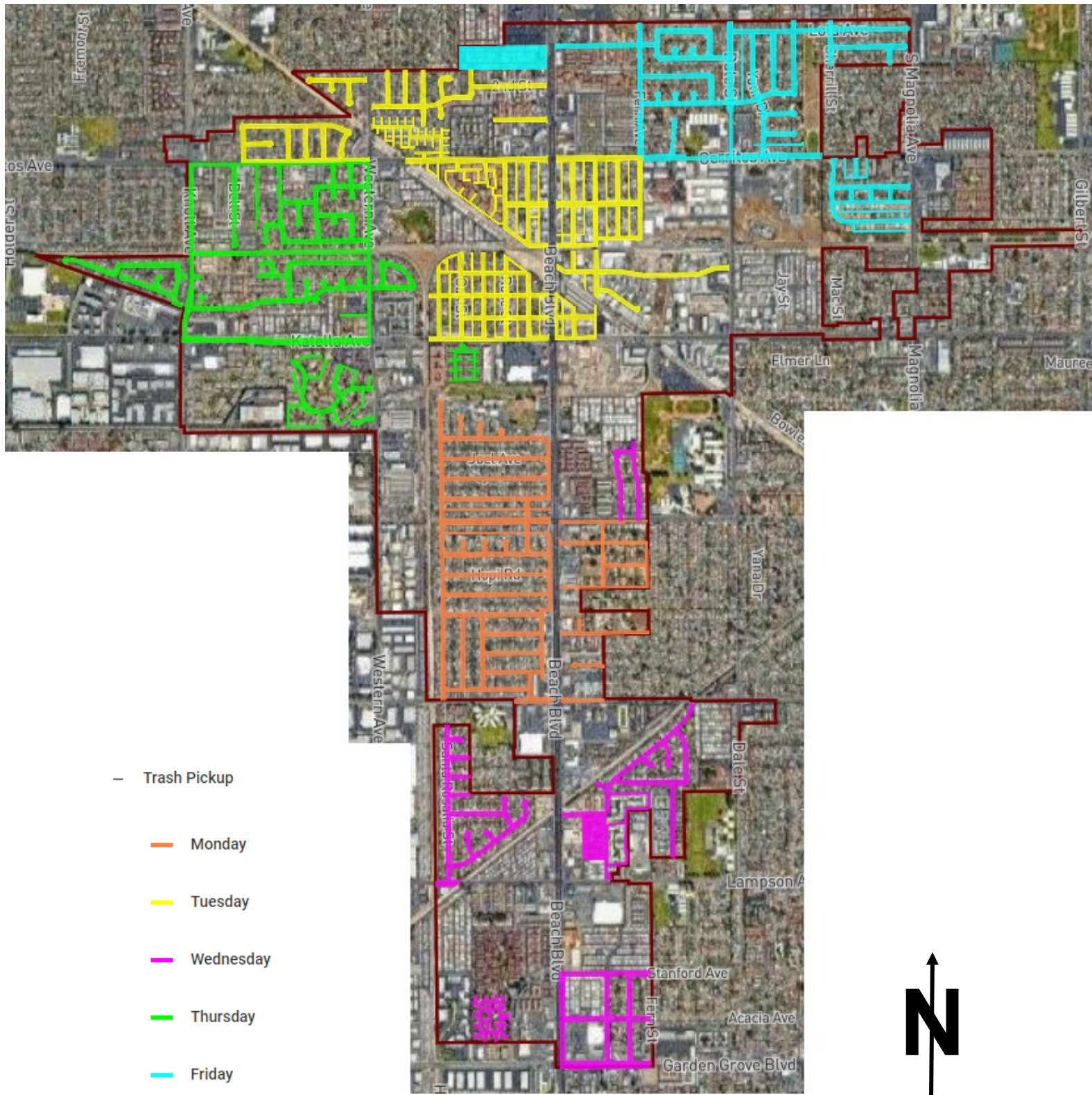




EXHIBIT C

BID SCHEDULE

Bid Schedule A: Stanton Right-of-Way

No.	Unit	Location	Length	Frequency	Weekly Unit Price	Annual Price =Weekly Unit Price x 52
1.	LS	All Streets in Stanton	85 Curb Miles	1x a Week	\$	\$
2.	LS	Cedar Street (South of Katella)	0.7 Curb Miles	4x a Week	\$	\$

Subtotal: \$

Bid Schedule B: Stanton Medians

No.	Unit	Location	Length	Frequency	Weekly Unit Price	Annual Price =Weekly Unit Price x 52
1.	LS	Katella Avenue	85 Curb Miles	1x a Week	\$	\$
2.	LS	Chapman Avenue	0.7 Curb Miles	1x a Week	\$	\$
3.	LS	Cerritos Avenue	0.5 Curb Miles	1x a Week	\$	\$

Subtotal: \$

Bid Schedule C: Beach Boulevard*

No.	Unit	Location	Length	Frequency	Weekly Unit Price	Annual Price =Weekly Unit Price x 52
1.	LS	Beach Boulevard (City Limit to City Limit)	5.8 Curb Miles	1x a Week	\$	\$
2.	LS	Medians	5.2 Curb Miles	1x a Week	\$	\$

*Items listed above must be invoiced separately

Subtotal: \$

TOTAL BASE BID (A + B + C): \$_____

Hourly labor and equipment for cleaning and emergencies (4 Hour Minimum): \$_____/Hour



EXHIBIT D

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

Consultant 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 E

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE STREET SWEEPING 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 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **street sweeping** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **street sweeping** services to public clients, is licensed in the State of California, and is familiar with the project.

2.2 Project.

City desires to engage Consultant to render such services for the **CITYWIDE STREET SWEEPING SERVICES** project (“Project”) as set forth in this Agreement.

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 **street sweeping** 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 [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.



3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant 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. Consultant 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 Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant 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. Consultant 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. Consultant 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. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant 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 Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant 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, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant 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 Consultant 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 **[INSERT CITY EMPLOYEE NAME]**, 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 ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant'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 Consultant'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. Consultant 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, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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 Consultant; 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: **[INSERT CITY EMPLOYEE NAME]**

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 Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant'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, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant'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: _____
Hannah Shin-Heydorn
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



EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

[EXHIBIT A FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT PROPOSAL]



EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

**[CONSULTANT’S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED
HERE]**



EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[CONSULTANT'S FEE PROPOSAL TO BE INSERTED HERE]