



REQUEST FOR PROPOSAL
FOR
PARK CLEANUP/JANITORIAL SERVICES
FOR CITY PARKS

CITY OF WESTMINSTER

Released on November 15, 2016

Mandatory Jobwalk: Tuesday, November 29, 2016 at 1:00PM

Proposals are due Tuesday, December 20, 2016 by 3:00PM

TABLE OF CONTENTS

1. OVERVIEW	1
2. SCHEDULE OF EVENTS	1
3. PROPOSAL OBJECTIVE.....	1
4. SCOPE OF WORK	2
<i>Note: Scope of Work further detailed in Attachments A & B of this RFP</i>	
5. BIDDER QUALIFICATIONS	2
6. MANDATORY JOBWALK.....	3
7. PROPOSAL SUBMITTAL	3
8. BIDDER QUESTIONS	4
9. RESTRICTION ON COMMUNICATIONS	4
10. PROPOSAL CONTENT AND REQUIRED SUBMITTALS	4
10.1 Services	4
10.2 Cleaning Products.....	4
10.3 Project Management	4
10.4 Other.....	5
11. PRICING	5
12. CONDITIONS OF PROPOSAL ACCEPTANCE	6
13. EVALUATION CRITERIA.....	6
14. PROPOSAL CONSIDERATIONS	8
14.1 Amendments.....	8
14.2 Proposal Modifications.....	8
14.3 Bidder Representation.....	8
14.4 Cost for Preparing Proposal	8
14.5 Contract Discussions Prior to Award.....	8
14.6 Confidentiality Requirements.....	8
14.7 Financial Requirements.....	8
14.8 Disqualification of Bidders	9
14.9 Insurance Requirements	9
15. ADDITIONAL TERMS AND CONDITIONS.....	9

LIST OF ATTACHMENTS

ATTACHMENT A	
Scope of Work – Park Cleanup/Janitorial Services for City Parks	10
ATTACHMENT B	
Map of City Parks	15
ATTACHMENT C	
Insurance Requirements for Contractors with Professional Liability	17
Certificate of Insurance to City of Westminster	
ATTACHMENT D	
City Sample Agreement for Professional Services	21

PARK CLEANUP/JANITORIAL SERVICES FOR CITY PARKS

REQUEST FOR PROPOSAL

1. OVERVIEW

The City of Westminster occupies 10.2 square miles in Orange County, California and has a population size of about 93,000 residents. Within the City of Westminster there are a total of 23 City parks, of which nine (9) of the parks have restrooms. In late 2015, the City completed a park renovation project that included renovating park restrooms, park buildings, picnic areas, new basketball hoops, court resurfacing, irrigation upgrades, new gazebos, ball diamond upgrades, and new lighting. With these new enhancements the City's parks and restrooms are being used constantly requiring the City to ensure the new parks are being kept up in top condition.

2. SCHEDULE OF EVENTS

This Request for Proposal will be governed by the following schedule:

Release of RFP	Tuesday, November 15, 2016
<u>Mandatory Job Walk</u>	Tuesday, November 29, 2016 at 1:00PM
Proposals are due	Tuesday, December 20, 2016 by 3:00PM

3. OBJECTIVE

Proposals from qualified contractors to provide park cleanup/janitorial services for the following parks:

- Bolsa Chica Park
- Bowling Green park
- Buckingham Park
- Cascade Park
- Cloverdale Park
- College Park
- Coronet Park
- Elden F. Gillespie Park
- Frank G. Fry Park
- Goldenwest Park
- John Land Park
- Leora L. Blakey Park
- Liberty Park
- Margie L. Rice Park
- Newcastle Park
- Oasis Park
- Park West Park
- Russell C. Paris Park
- Sid Goldstein Freedom park
- Sigler Park
- Virginia K. Boos Park
- Westminster Park
- Westminster Village Park

Proposals are to be based on specifications provided in the Scope of Work detailed within Attachment A (Park Cleanup/Janitorial Services) of this RFP. These services include, but are not limited to providing management, supervision, labor, equipment and supplies according to best practices, industry standards, and the bid specifications.

In the event the City contracts for said services, **the term of such agreement will be for one (1) year with the option to renew for up to an additional four (4) one-year terms.**

4. SCOPE OF WORK

The contractor shall provide the following services at all park locations:

Core Items:

- Restroom cleaning and stocking
- Emptying of park trash cans
- Picking up of trash on park grounds
- Blowing off debris around playground pads, park buildings, ball diamonds, handball courts, basketball courts, and tennis courts.
- Raking and weeding of sand boxes

Miscellaneous Items:

- Any small tree limbs, miscellaneous items, etc. that can be disposed of should be.
- Any potential safety issues should be directed to City staff, including park lights not working.
- Emptying of park trash cans to be checked daily, and emptied if half full or more, or if trash can is emitting a foul odor.
- Report to City staff any irrigation issues, such as broken heads, wet spots, dry spots, and sprinklers on during the day.

Attachment A of this RFP details the City's specifications and requirements for Park Cleanup/Janitorial Services for City Parks.

5. BIDDER QUALIFICATIONS & MANDATORY JOBWALK

The City believes that the Bidder's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation. Failure of a bidder to meet the minimum bidder qualifications and the bid requirements may eliminate bidder from further consideration.

The City will require that no employee working for this contractor be related to and have a subordinate relationship to a City employee who is involved in overseeing, supervising, or managing this contract.

Please respond to each point below in your proposal noting the section and item number.

Minimum Qualifications of Bidders

5.1 History of providing daily custodial/park cleanup services for several city parks.

5.2 Bidders are to provide the following information about their company:

5.2.1 Description, including a short history, business plan and services offered

5.2.2 Years in business

5.2.3 Number of employees

5.3 Capability

All Bidders must be able to demonstrate the capability to provide the required services by possessing all necessary business and technology resources, including personnel, facilities, production, access, equipment, organization structure, operation controls, and quality control.

5.3.1 Licenses and Certifications: Please provide copies of licenses and certifications. Also provide any information on state contractor's licenses that may apply.

5.3.2 Bidders must operate within the guidelines of all federal and state labor codes.

5.4 Demonstration of Experience and Expertise

5.4.1 Using a minimum of two actual projects as examples, all Bidders must describe in detail their experience during the last two years in providing services similar in size and complexity to that required by the City of Westminster. In order to satisfy the requirement, the project descriptions must include the date, location, and customer name. These citations must demonstrate that the Bidder has successfully provided substantially similar products and services to those anticipated by this RFP.

5.4.2 Provide a list of at least three (3) references of companies or organizations that you have provided similar services to. Please provide direct contact information at each location (name, title, address and phone number of each referenced contact). Public agency references are preferred.

6. MANDATORY JOBWALK

Attend the Mandatory Meeting taking place on **Tuesday, November 29, 2016 at 1:00P.M.** All interested bidders must attend the entire Jobwalk regardless of contractor incumbency, prior work performed, or familiarity with Scope of Work, NO EXCEPTIONS. Proposals received from any bidders who are late or did not attend this job walk will be considered non-responsive and rejected upon receipt of proposal.

6.1 Jobwalk Location: City of Westminster City Hall Lobby, 8200 Westminster Blvd., Westminster, CA 92683. The Jobwalk is estimated to take at least one hour, plan accordingly.

7. PROPOSAL SUBMITTAL

Proposals must contain 1 Original and 3 hardcopies. Proposals are due Tuesday, December 20, 2016 **by 3:00PM**. Complete written proposals must be submitted in sealed envelopes marked Park Cleanup/Janitorial Services for City Parks RFP and submitted to:

**City of Westminster
Attention: City Clerk
8200 Westminster Blvd.
Westminster, CA 92683**

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be rejected. Proposals from Bidders who have not attended the Mandatory Jobwalk will also be rejected. Proposals must bear original signatures and figures. Please note that there will be no public opening of proposals. Prices and other proposal information will not be made public until the proposal is awarded. At that time the executed contract will become public information.

8. BIDDER QUESTIONS

Bidders are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via email or fax for clarification, interpretation or correction by the date listed above. Such inquiries must be directed to the person noted below. The City may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely and comprehensive reply to all prospective Bidders.

Questions regarding this RFP must be in written form and sent via email no later than Noon on Tuesday, December 13, 2016. Please submit via email to:

Pete Quinn

Email: pquinn@westminster-CA.gov

9. RESTRICTION ON COMMUNICATIONS

Except for the designated contact listed above, Bidders are not permitted to communicate with City staff regarding this solicitation during the period between the RFP release date and the City Council's approval of contract award at a regularly scheduled City Council meeting. An exception would be during the course of Bidders' conference, if conducted; and during oral presentations, site visits or job walks. If Bidder is found to be in violation of this provision, the City reserves the right to reject the bid.

10. PROPOSAL CONTENT AND REQUIRED SUBMITTALS

Bidders are to provide a written proposal addressing the full scope specified under this RFP.

10.1 Services

Describe the work plan by which the Bidder plans to address all the listed specifications within the Scope of Work (Attachment A) to this RFP. Also describe the process by which the City can initiate service requests, the length of time for processing and how the requests will be processed and managed. The Bidder should have an established track record of highly reliable service and equipment with flexible and effective service options.

10.2 Cleaning Products

Provide information on the cleaning products you will use in performing cleaning services.

10.3 Project Management

Describe the policies and procedures that will be employed to ensure the timely completion of tasks in a quality fashion.

10.4 Other

10.5.1 Does Bidder's company charge any additional fees?

10.5.2 List the services your company will outsource.

10.5.3 List the companies Bidder will outsource to.

10.5.4 Describe your company's policies for cancellations and changes and reimbursement/credits.

10.5.5 Describe any standard value-added services you provide.

10.5.6 What characteristics set your company apart? Describe unique examples of product, service or added value.

10.6 Submit with the proposal, a copy of a current Business License showing the address where contractor conducts business. Note that after contract award, contractor must obtain, at their own expense, a City of Westminster Business License and provide evidence of the same to the City.

10.7 Submit with the proposal, a copy of current Insurance Certificate showing contractor's name and Surety Company's name. Note that after contract award, contractor must obtain at their own expense insurance per the Insurance provisions below and provide evidence of the same to City.

10.8 Submit with the proposal, a copy of a Letter from the Surety Company confirming that they will provide the performance bond within 30 days of contract award on behalf of the bidder, should bidder be so awarded. Performance bonds will be required on project bids in excess of \$50,000.

10.9 Submit with the proposal with at least three references of similar size and nature to this requirement.

11. PRICING

All Proposals shall be fixed for 90 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts whichever comes first. The Bidder warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to contracted accounts with similar agencies or organizations. If Bidder offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Bidder shall offer the appropriate cost reductions to the City.

Pricing Proposal Content and Considerations:

11.1 Submit with the proposal a detailed price sheet in a separate sealed envelope.

11.2 City has no living wage or union requirements.

11.3 Total Proposal price must include everything necessary to provide all of the requirements of the bid specifications.

11.4 City pays sales tax of 8% on items, which must be factored into the taxable items.

11.5 City makes no commitment of any specific quantities during the term of the agreement; actual quantities may vary.

11.6 The term of the agreement will be for a one-year base period with up to four (4) one-year optional renewals.

11.7 Any price increases after the first year will be limited to the annual increase in the Consumer Price Index (CPI). Please note that the renewal of the Agreement beyond the initial one-year term will be contingent upon approval by the City Council or its designee.

12. CONDITIONS OF PROPOSAL ACCEPTANCE

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Westminster, CA. If any proprietary information is contained in the proposal, it should be clearly identified.

From the date this RFP is issued until a Bidder is selected and the selection is announced, bidders are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and only written responses will be binding upon the City. All written responses will be transmitted to all Bidders.

13. EVALUATION CRITERIA

The City of Westminster may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

13.1 Compliance with RFP requirements

13.2 Understanding of the project scope of work

13.3 Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.

13.4 Number of years that the bidder has provided similar services

13.5 Price

13.6 References

The following rubric will be used for evaluating proposals received:

**CHECK LIST AND RATING SCALE
FOR EVALUATING PROPOSALS**

FACTOR	SCORE	WEIGHT	TOTAL SCORE
1. Qualifications of Firm			
- Relevant Experience of firm	_____	X 10	_____
- Reputation of firm based on references	_____	X 10	_____
- Methods and Periods of Providing Training, Support & Maintenance.	_____	X 10	_____
2. Technical Approach			
- Responsiveness of Proposal to meet or exceed the Scope of Work	_____	X 10	_____
- Ability to meet all requirements as outlined in the Request for Proposal in its entirety.	_____	X 10	_____
3. Cost Portion			
- Total cost of Proposal.	_____	X 40	_____
TOTAL			_____

Method of Scoring:

- 0- Unacceptable; does not meet criteria set forth in the Request for Proposal
- 1- Poor; meets some, but not all criteria set forth in the Request for Proposal
- 2- Fair; meets minimal criteria set forth in the Request for Proposal
- 3- Good; meets criteria set forth in the Request for Proposal
- 4- Outstanding; meets and exceeds all criteria set forth in the Request for Proposal

Total possible score: 360

The City may also contact and evaluate the Bidder's and subcontractor's references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City is not obligated to accept the lowest priced proposal, but will make an award in the best interests of the City.

14. PROPOSAL CONSIDERATIONS

- 14.1. Amendments The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted on the City of Westminster Official City Web Site - Bids & RFP's; bidders should check this web page daily for new information. It is the Bidder's responsibility to obtain a copy of any amendment relevant to this RFP. The City of Westminster takes no responsibility for informing RFP recipients of changes to the original RFP document.
- 14.2. Proposal Modifications No modifications or submitted proposal will be permitted in any form. Any proposal may be withdrawn prior to the time set for the receipt of proposals. No proposal shall be withdrawn for a period of (90) ninety calendar days thereafter.
- 14.3 Bidder Representation Each Bidder, by submitting a proposal represents that he/she has:
- Read and completely understands the RFP and associated documents.
 - Based the proposal upon the requirements described in the RFP.
- 14.4 Cost for Preparing Proposal The cost for developing the proposal is the sole responsibility of the Bidder. All proposals submitted become the property of the City.
- 14.5 Contract Discussions Prior to Award, the apparent successful Bidder may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring bidder.
- 14.6 Confidentiality Requirements Selected Bidder's staff members assigned to this project may be required to sign a departmental non-disclosure statement. The City of Westminster is obligated to abide by all public information laws. If a Bidder believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, a statement advising the City Clerk of this fact should accompany the submission and the information must be so identified wherever it appears. The City will review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information will be disclosed as public information. In no event does the City make any representation that it can or will protect proprietary data submitted in proposals.
- 14.7 Financial Information The City is concerned about Bidder's financial capability to perform; therefore, the City may ask the Bidder to provide sufficient data to allow for an evaluation of financial capabilities.

14.8 Disqualification of Bidder(s) If there is reason to believe that collusion exists among the Bidders, the City may refuse to consider proposals from participants in such collusion. No person, firm or corporation under the same or different name, can make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders.

14.9 Insurance Requirements Selected Bidder must have an **approved** Certificate of Insurance (not a declaration of policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Attachment C.

Please carefully review the Insurance Requirements (Attachment B) and Sample Agreement (Attachment C) before responding to the Request for Proposal enclosed herein. The potential Bidder is responsible for fully understanding the requirements of the subsequent agreement and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent agreement, for lack of such familiarization.

15. ADDITIONAL TERMS AND CONDITIONS

The terms of the agreement, including insurance requirements and indemnification clauses can be modified only if extraordinary circumstances exist. Bidder's response to the Request for Proposal must indicate if Bidder is unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

In submitting a proposal in response to this RFP, Bidder acknowledges that this RFP, including all attachments, and including financial and program specifications and terms and conditions will be incorporated in its entirety in any award issued in response to this RFP. Other documents to be incorporated in the Agreement shall include the Bidder's entire proposal, including all brochures, attachments and supplementary information. However, in the event of any conflict between the RFP and the proposal, the terms of this RFP shall control and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

ATTACHMENT A

SCOPE OF WORK

PARK CLEANUP/ JANITORIAL SERVICES FOR CITY PARKS

**SCOPE OF WORK
PARK CLEANUP/ JANITORIAL SERVICES FOR CITY PARKS**

The Contractor shall provide services at the following locations. **Bold print indicates parks with restrooms:**

Park	*Approximate acreage	Address
Bolsa Chica	4.90	13660 University St.
Bowling Green Park	2.90	14700 Bowling Green St
Buckingham Park	5.00	6502 Homer St
Cascade Park	2.00	14100 Cascade St
Cloverdale Park	1.80	9721 Cloverdale Ave
College Park	3.90	15422 Vermont St
Coronet Park	1.90	1525 Oakcliff Dr.
Elden F. Gillespie Park	3.50	9801 McFadden Ave.
Frank G. Fry Park	4.25	7482 21 st St.
Goldenwest Park	1.70	13200 Siskiyou St.
John Land Park	3.50	15151 Temple St.
Leora L. Blakey Park	2.25	8612 Westminster Blvd.
Liberty Park	6.40	13900 Monroe St.
Margie L. Rice Park	1.50	6060 Hefley St.
Newcastle Park	2.20	14720 Kent St.
Oasis Park	.25	8612 Oasis Ave
Park West Park	5.00	8301 McFadden Ave.
Russell C. Paris Park	11.90	8600 Palos Verdes Ave.
Sid Goldstein Freedom Park	1.5	14180 Monroe St.
Sigler Park	6.00	7200 Plaza St.
Virginia K. Boos Park	.50	13811 Haileigh St
Westminster Park	8.70	14402 Magnolia St.
Westminster Village Park	2.50	5300 Tattershall St.

***NOTE:** *Because the requirement for cleaning each park will not entail picking up every little item such as bottle caps, cigarette butts, etc. the pricing should not be solely based on the acreage alone. The acreage is given as a guide only.*

All City parks and restrooms to be cleaned will focus on, but not be limited to these main items, but to include other items as noted in the **Scope of Work: Restroom cleaning, emptying of park trash cans, picking up of trash on park grounds and parking lots, blowing off debris around playground pads and park buildings, and raking of sand boxes.**

These are guidelines and bidders may deviate from the staffing schedule described below as long as the required service coverage is met.

The City parks are operated and occupied 7 days a week, 364 days a year, closed Christmas Day.

Park Restroom hours: All park restrooms are open 6:45 am, close 5:00 pm, Monday – Sunday (winter hours), open 6:45 am – close 8:00 pm (summer hours). *subject to change by City staff.

NOTE: parks with tennis courts (Park West, Bolsa Chica) – open 6:45 am – 9:00 pm year-round.

Services for all City parks/restrooms are described below:

Core Items:

1.1 Restrooms – Cleaning Standards:

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City of Westminster. An inspection team shall closely monitor sanitation levels. ***Supplies-all trash liners, cleaning supplies, and toilet tissue, will be supplied by contractor.**

Sanitary Napkin /Disposal Canisters: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new daily.

Hardware: Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks: Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of polish residue.

Toilets and Urinals: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Under rim areas will be regularly inspected for cleanliness.

Partitions: Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Trash Containers: Contents shall be removed from waste containers and can liners replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container

Walls and Doors: Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This

shall include the elimination of film, streaks and cleaner residue. Ceramic walls and Wainscoats; metal kick plates, handles and push plates on doors shall also be polished dry.

Floors: Shall be free of, soil, gum, stains and debris.

Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents: Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

1.2 **Trash Removal:**

The Contractor shall dispose of all trash from wastebaskets and other waste receptacles located in all parks and park restrooms. Fresh trash container liners will be installed as required with the container returned and positioned at its original location.

*Emptying of park trash cans to be checked daily, and emptied if half full or more, or if trash can is emitting a foul odor.

1.3 **Picking up of trash on park grounds:** Trash items to be picked up that are small to large items such as paper cups, paper, candy wrappers, boxes, miscellaneous small to large items. NOTE: Items that are very small in nature such as bottle caps, and cigarette butts do not need to be picked up, unless they are in very large quantities, and are visually not appealing. The City will rely on the contractor's expertise and judgment as to what should be picked up.

Miscellaneous Items:

Along with the main focus of cleaning park restrooms, emptying park trash cans, and picking up ground trash, these additional items will need to be addressed as well:

1. Blowing off of debris around playground pads, and park buildings.
2. Raking of sand boxes to eliminate miscellaneous items such as leaves, glass, trash, etc.
3. Any and all small items such as tree limbs, and miscellaneous items as such should be disposed of.
4. Any potential safety issues should be directed to City staff immediately.
5. Park gazebos should be free of tape, string, banners, etc.

Potential Additional Services:

Contractor is encouraged in his/her proposal to recommend and price out other scenarios as seen appropriate to clean and maintain the subject parks (be creative). Such creativity would be part of the evaluation process. Included in these scenarios could be homeless camps at

the parks and/or homeless people using the park restrooms on a continuous basis, and how you would clean the restrooms and parks while being used by the homeless.

ATTACHMENT B

Map of City Parks

Westminster Park Locations



- | | | |
|----------------------------|--------------------------------|------------------------------|
| 1. Bolsa Chica Park | 10. Goldenwest Park | 20. Sigler Park |
| 2. Bowling Green Park | 11. John Land Park | 21. Virginia K. Boos Park |
| 3. Buckingham Park | 12. Leora L. Blakey Park | 22. Westminster Park |
| 4. Cascade Park | 13. Liberty Park | 23. Westminster Village Park |
| 5. Cloverdale Park | 14. Margie L. Rice Park | |
| 6. College Park | 15. Newcastle Park | |
| 7. Coronet Park | 16. Oasis Park | |
| 8. Elden F. Gillespie Park | 17. Park West Park | |
| 9. Frank G. Fry Park | 18. Russell C. Paris Park | |
| | 19. Sid Goldstein Freedom Park | |

*Map is not to scale

3/2015

ATTACHMENT C

Insurance Requirements

CITY OF WESTMINSTER

INSURANCE REQUIREMENTS FOR CONTRACTORS WITH PROFESSIONAL LIABILITY

Contractor shall procure and maintain for the duration of the contract and thereafter (unless specified below) all insurance that would be kept by a reasonable contractor under similar circumstances against all claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or sub-engineers/subcontractors (the "WORK"). The cost of such insurance shall be borne by the contractor and/or included in the Contractor's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Form #CG 00 01 11 88 Commercial General Liability coverage.
2. ISO Form # CA 00 01 01 87 Business Auto liability coverage, symbol 1 "any auto."
3. Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to this project/location. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK.
2. **Professional Liability:** Contractor shall maintain professional liability insurance appropriate to Contractor's profession, written on a "claims made" basis, with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. Architects' and Engineers' coverage shall be endorsed to include contractual liability. The retro date of the policy, if any, shall be prior to the start of the WORK. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK. Engineer shall annually submit written evidence of coverage to City. Additionally, Contractor shall provide City with certified copies of the claims reporting requirements contained within the policies. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for all owned, hired and non-owned automobiles. This insurance shall be maintained during the term of this contract and for at least three consecutive years following the completion of the WORK. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
4. **Workers' Compensation and Employers Liability:** Workers' compensation insurance in compliance with all applicable state and federal law, including the Labor Code of the State of California, with limits not less than the amount prescribed by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
5. **Commercial Crime Policy:** \$1,000,000

C. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions applicable to insurance policies required herein must be declared to and approved by City prior to Contractor obtaining such insurance policy. In no event shall any insurance policy required in this contract have a deductible, self-insured retention or other similar provision (including any "fronting" component) in excess of \$50,000 without prior written approval of the City in its sole discretion. At the option of City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, elected and appointed officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability, Umbrella/Excess Liability Coverage**
 - a. The City, its officers, elected & appointed officials, employees, and volunteers are to be covered as an additional insured as respects defense and indemnity against claims seeking recovery for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall not extend to any indemnity coverage for the sole active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b), and shall contain no special limitations on the scope of protection afforded to the City, its officers, elected and appointed officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Except with respect to the limits of the insurers' liability, the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought and shall provide that an act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor's insurance shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.
 - d. The policies shall be endorsed to include contractual liability.
2. **Workers' Compensation and Employers' Liability Coverage**

Contractor and the insurer shall waive all rights of subrogation against the City, its officers, elected and appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.
3. **Professional Liability Coverage**

Architects' and Engineers' coverage shall be endorsed to include contractual liability.
4. **All Coverages**
 - a. Each insurance policy required by this document shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City.
 - b. Each insurance policy required by this document shall provide that the insurer waives any and all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California, with a rating by A.M. Best's of no less than A, Class VII. All insurers shall be licensed by or holding admitted status in the State of California.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before any WORK commences, and shall evidence that all premiums have been paid for the entire forthcoming policy period. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The delivery to the City of any certificates of insurance or endorsements hereunder which do not comply with the requirements set forth in this contract shall not waive the City's right to require such compliance.

G. FAILURE TO MAINTAIN INSURANCE

If Contractor fails to obtain and maintain the insurance required hereunder, the City shall have the right, but not the obligation, to obtain the same or similar insurance in the name and account of Contractor in which event the Contractor shall pay the cost thereof and furnish upon demand all information that may be requested by the City to permit the City to obtain all such required coverage on behalf of the Contractor. The City shall have the right to offset (without recourse by the Contractor) against any amounts owing to the Contractor, amounts the City reasonably incurs in obtaining insurance required of Contractor herein.

H. NO LIMITATION ON INDEMNITY

The procuring of the insurance required in this contract or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify the City or any of its officers, elected or appointed officials, agents, volunteers or employees.

I. NO REPRESENTATION

Neither the City nor any of its officers, agents, volunteers or employees make any representation that the types of insurance and the limits specified to be carried by Contractor under this contract are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

J. SUB-ENGINEERS/SUBCONTRACTORS

All sub-engineers/subcontractors shall comply with all of the requirements stated in this contract. Contractor shall furnish the City with separate certificates and endorsements for each sub-engineer/subcontractor.

CERTIFICATE OF INSURANCE TO CITY OF WESTMINSTER ("The City")

Only this Certificate of Insurance form will be accepted

Return Completed Certificate to:

CITY OF WESTMINSTER

Attn: City Clerk

8200 Westminster Blvd.

Westminster, CA 92683

Insured: _____

Address: _____

Telephone: _____

Coverage: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES & INSURERS	LIMITS	POLICY #	EXPIRATION DATE
Workers' Compensation Name of Insurer _____ A.M. Best's Rating _____	Employers Liability \$ _____		
Commercial General Liability Name of Insurer _____ A.M. Best's Rating _____ Claims-Made _____ or Occurrence _____	Commercial General Liability General Aggregate Limit: per project/location \$ _____ Pollution Coverage Limit: Per project/location \$ _____ Products-Completed Operations Aggregate Limit \$ _____ Each Occurrence \$ _____		
Business Auto Policy Liability Coverage Symbol _____ Name of Insurer _____ A.M. Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____		
Professional Liability Name of Insurer _____ A.M. Best's Rating _____	Amount Per Claim \$ _____ Aggregate Amount \$ _____		
Umbrella Liability Name of Insurer _____ A.M. Best's Rating _____ Claims Made _____ or Occurrence _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance issued or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project.

ATTACHMENT D

Sample Agreement

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

AGREEMENT FOR PARK CLEANUP/JANITORIAL SERVICES
FOR CITY PARKS

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, between the City of Westminster (CITY), a municipal corporation located in the County of Orange, State of California, and _____, (CONTRACTOR) with principal offices at _____.

WITNESSETH

WHEREAS, CITY desires to engage CONTRACTOR to provide _____ Services to the City of Westminster, as described and set forth in CITY'S Request for Proposal (RFP) released on November 15, 2016 a copy of which is attached as **Exhibit "A"**, incorporated herein by this reference as if set forth in full; and

WHEREAS, CONTRACTOR is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

I. SERVICES TO BE PERFORMED

CITY agrees to engage CONTRACTOR to perform the services contained within CONTRACTOR'S proposal dated _____, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference as if set forth in full.

II. TIME FOR PERFORMANCE

CONTRACTOR shall begin work within ten (10) days following execution of this Agreement by CITY. CONTRACTOR shall complete all tasks in accordance with the work schedule, attached hereto as **Exhibit "B"** and incorporated herein by this reference as if set forth in full, with completion of the final project report prior to _____. The term of the contract is for a period of _____, commencing _____, and terminating _____. The CONTRACTOR shall be responsible for the work schedule only to the extent that the CONTRACTOR has reasonable control over the work schedule.

III. PERFORMANCE TO REASONABLE SATISFACTION OF CITY

CONTRACTOR agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified. Evaluations of the work will be done by the _____ or his/her designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

- A) Meet with CONTRACTOR to review the quality of the work and resolve the matter(s) of concern;
- B) Require CONTRACTOR to reproduce the work at no additional fee until it is satisfactory; and/or
- C) Terminate the Agreement as hereinafter set forth.

IV. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal laws.

V. FAMILIARITY WITH WORK

By execution of this Agreement, CONTRACTOR warrants that:

- A) It has thoroughly investigated and considered the work to be performed;
- B) It possesses any and all licenses which are required under State or Federal law to perform the work contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement;
- C) It has expertise in the area of providing program management professional services;
- D) It carefully considered how the work should be performed; and
- E) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

VI. COMPENSATION

A. Services Described in Proposal

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto and all expenses associated therewith, CITY shall pay CONTRACTOR an amount not to exceed \$_____ or as specified under CONTRACTOR'S "Cost Proposal".

B. Additional Services

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONTRACTOR by CITY, such modification of this original Agreement shall be a written request executed by CONTRACTOR and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. Payment Procedure

CONTRACTOR shall, on the first of each month, submit a monthly invoice to the CITY for work performed pursuant to Exhibit "D". Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONTRACTOR has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONTRACTOR on a monthly basis.

VII. TERMINATION

This Agreement may be terminated with or without cause by CITY at any time by providing CONTRACTOR with written notice of termination no less than thirty (30) calendar days in advance of such termination. In the event of such termination, CONTRACTOR shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, CONTRACTOR shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, data disks, and all such other information and materials as CONTRACTOR may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits. Additionally any party may cancel the agreement as a result of negligent service given, at any time, provided that there has been a thirty (30) day warning given in advance to the other party that would allow the other party to correct the problem.

This Agreement may be terminated by CONTRACTOR by providing CITY with written notice no less than thirty (30) calendar days in advance of such termination.

VIII. COORDINATION OF WORK

A. Selection of Representatives

The following principals of CONTRACTOR are hereby designated as the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement:

1. _____
2. _____

The foregoing principals may not be changed by CONTRACTOR without the express written approval of CITY.

B. CITY Representatives

The CITY'S representatives shall be:

1. _____
2. _____

or such other person as designated by the City Manager of the CITY. It shall be the CONTRACTOR'S responsibility to assure that the CITY'S representative(s) is kept informed of the progress of the performance of the services, and the CONTRACTOR shall refer any decision, which must be made by the CITY, to the representative(s). Unless otherwise specified herein, any required CITY approval shall mean the approval of the CITY representative(s).

IX. INDEPENDENT CONTRACTOR

A. CONTRACTOR Status

CONTRACTOR is an independent CONTRACTOR and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and, CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR'S officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONTRACTOR is, and shall at all times, remain as to the CITY a wholly independent CONTRACTOR, and that CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

B. CONTRACTOR'S Personal Services - Inducement

This Agreement contemplates that the CONTRACTOR'S personal services and those of CONTRACTOR'S officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONTRACTOR may not assign any interest in this Agreement, except upon written consent of CITY. CONTRACTOR shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

Furthermore, unless expressly provided otherwise in CONTRACTOR'S proposal, CONTRACTOR shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONTRACTOR from employing as many employees as CONTRACTOR deems necessary for the proper and efficient execution of this Agreement.

CITY shall not have the right to control the means by which CONTRACTOR accomplishes service rendered pursuant to this Agreement. CONTRACTOR shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement.

X. INDEMNITY, DEFENSE, AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify, and hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers at CONTRACTOR'S sole expense, from and against any and all claims, demands, actions, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), suits or other legal proceedings brought against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers arising out of the performance of CONTRACTOR of the work undertaken pursuant to this Agreement, and shall indemnify, defend, hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers harmless from and against any and all damages to property or injuries to or death of any person or persons,

including attorneys' fees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, but shall be required whenever any claim, demand, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONTRACTOR and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers based upon the work performed by CONTRACTOR under this Agreement, whether or not the CONTRACTOR is specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY'S request for proposal or CONTRACTOR'S proposal, which shall be of no force and effect.

XI. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

- A. General Liability: \$2,000,000.00 combined single limit for each occurrence.
- B. Professional Liability: Appropriate to Contractor's profession, written on a "claims made" basis with a limit of no less than \$2,000,000 per claim and \$5,000,000 in the aggregate.
- B. Worker's Compensation as required by the Labor Code of the State of California
- C. Commercial Crime Policy: \$1,000,000.00

Before CONTRACTOR performs any work or prepares or delivers any materials, CONTRACTOR shall furnish certificates of insurance and/or endorsements, as required by CITY, evidencing the foregoing insurance coverage on forms acceptable to the CITY, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days' written notice to the CITY.

All insurance maintained by CONTRACTOR shall be issued by companies admitted to conduct insurance business along the lines of insurance supplied in the State of California and having a Best's Guide rating of Grade A or better and Class VII or better by the latest editions of Best's Key Rating Guide.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONTRACTOR under this Agreement are adequate to protect CONTRACTOR. If CONTRACTOR believes that any such insurance coverage is insufficient, CONTRACTOR shall provide, at its own expense, such additional insurance as CONTRACTOR deems adequate.

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of CONTRACTOR'S obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

XII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for

employment because of age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONTRACTOR will ensure that applicants are employed and that employees are treated during employment, without regard to their age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

The CONTRACTOR shall, in all solicitations and advertisements for employees placed by, or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability.

The CONTRACTOR shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

XIII. MISCELLANEOUS

A. Ownership of Documents

All reports, as well as all original reproducible drawings, plans, studies, memoranda, computation sheets, floppy disks, and other documents and materials assembled or prepared by CONTRACTOR or CONTRACTOR'S agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may not be retained by CONTRACTOR, and shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY, except as required by law. CONTRACTOR or CONTRACTOR'S agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

B. Notices

Any notices to be given pursuant to this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Attn: _____

CONTRACTOR:

Attn: _____

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) calendar days after service of the notice, or if the cure of the default is commenced within thirty (30) calendar days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default creates an immediate danger to the health, safety, and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONTRACTOR requiring CITY's consent to or approval of any subsequent act of CONTRACTOR, or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Conflicts Of Interest

CONTRACTOR agrees that it shall not make, participate in the making, or in any way attempt to use its position as a CONTRACTOR to influence any decision of the CITY in which the CONTRACTOR knows or has reason to know that CONTRACTOR, its officers, partners, agents, or employees have a financial interest as defined in Section 87103 of the Government Code.

G. Audit of Records

In accordance with generally accepted accounting principles, CONTRACTOR shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the CITY shall have the right to inspect and/or audit CONTRACTOR'S records pertaining to this contract and the services to be performed hereunder at CONTRACTOR'S office location. CONTRACTOR agrees to make available all pertinent records for the purpose of such inspection and/or audit at its offices during normal business hours and upon three (3) calendar days' notice from the CITY.

H. Rights and Remedies are Cumulative

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

I. Legal Action

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

J. Integration

This agreement represents the entire understanding of the CITY and the CONTRACTOR. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. Any work performed, which is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. This Agreement may not be altered, amended, or modified except in writing executed by both Parties hereto.

K. Amendment

This Agreement may be amended only by the written mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF WESTMINSTER

ATTEST:

EDDIE MANFRO, CITY MANAGER

AMANDA JENSEN, CITY CLERK

DATED: _____

CONTRACTOR

APPROVED AS TO FORM:
RICHARD JONES, CITY ATTORNEY

BY: _____

BY: _____
CITY ATTORNEY

TITLE: _____

DATED: _____

DATED: _____