Annual Citywide Storm Drain Cleaning and Video Services Program

Request for Proposals

Prepared by:
City of Menlo Park
Public Works Department
701 Laurel Street
Menlo Park, CA 94025

September 11, 2013

PROJECT INFORMATION

PROJECT NAME: **Annual Citywide Storm Drain Cleaning and Video Services Program**

PROJECT MANAGER: **Irv Meachum**
City of Menlo Park
Public Works Department
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6780

All questions or requests for information of a technical nature should be directed to the Project Manager.

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CITY OF MENLO PARK REQUEST FOR PROPOSALS

SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

PROJECT: ANNUAL CITYWIDE STORM DRAIN CLEANING AND VIDEO SERVICES PROGRAM

1.1. NOTICE IS HEREBY GIVEN that the CITY OF MENLO PARK (hereinafter referred to as "CITY") requests proposals for the above-stated project. Proposals shall be written clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside **"ANNUAL CITYWIDE STORM DRAIN CLEANING AND VIDEO SERVICES PROGRAM - DO NOT OPEN WITH REGULAR MAIL."**

1.2. Proposals for this project will be accepted at the City of Menlo Park, 701 Laurel Street, Menlo Park, California until **2:00 p.m. Thursday, September 26, 2013**. Mailed proposals received after **2:00 p.m. Thursday, September 26, 2013** shall be returned to sender unopened. The annual budget for is $50,000.

1.3. The work to be done is more particularly described in the CITY's proposed contract language set forth in Section 3 of the Request for Proposals. Copies of the Request For Proposals are available at **Administration Building City of Menlo Park, 701 Laurel Street, Menlo Park, California 94025, (650) 330-6740.**

1.4 Time is of the essence in the performance of work under this contract. All work shall be completed in every detail to the satisfaction of the Project Manager, between July 1 and September 30 each year for the next five years with an option to extend original contract annually for up to 4 additional years after the date of the Notice to Proceed.

1.5. The CONTRACTOR to whom the contract is awarded, and any subcontractor under him, shall be required to take affirmative action to ensure that minority and women business enterprises will be afforded full opportunity to submit proposals for subcontracts to the maximum extent feasible. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

1.6. The CITY hereby affirmatively ensures that minority or women business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

The City reserves the right to reject any and all proposals, and to waive any irregularity.

SECTION 2: INSTRUCTIONS FOR SUBMITTING PROPOSALS

PROJECT: ANNUAL CITYWIDE STORM DRAIN CLEANING AND VIDEO SERVICES PROGRAM

The Bidder shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

2.1 PROPOSAL DOCUMENTS

The Proposal Documents for this project shall consist of the Notice of Request for Proposals, Instructions for Submitting Proposals, Proposal Submittal Documents, General Conditions, Project Specific Provisions, and all permits from other agencies as may be required by law.

2.1.1 All Proposal Documents shall be typewritten or printed clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, **"ANNUAL CITYWIDE STORM DRAIN CLEANING AND VIDEO SERVICES PROGRAM – DO NOT OPEN WITH REGULAR MAIL."**

2.1.2 The Contractor shall submit a detailed quantitative and qualitative outline of how the work will be carried out, the equipment to be utilized, personnel to be employed, an estimate of the duration of the project and/or estimates of the number of man hours necessary to carry out the work and describe how this information was formulated into the lump sum bid that meets or exceeds all the requirements of the program prescribed in the contract documents. This information will be used to assess the CONTRACTOR's ability to carry out the project in an efficient and timely manner and will have a bearing on the award of the contract.

2.2 DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the Bidder's responsibility alone to ensure that the Proposal is received by the City of Menlo Park prior to the hour and date specified in the Notice Inviting Proposals. Any proposals received by the City of Menlo Park after the hour and date specified in the Notice Inviting Proposals shall be returned unopened.

2.3. INTERPRETATIONS OF THE REQUEST FOR PROPOSALS

If the Proposer is in doubt as to the true meaning of any part of the Request For Proposals, or finds discrepancies in or omissions from the Request For Proposals, the Proposer shall submit to the Project Manager a written request for an interpretation or correction thereof prior to the time for opening the proposals. The Proposer shall be responsible for the prompt delivery of the request.

The CITY shall not be responsible for any explanation or interpretations of the Request For

Proposals other than by written addendum delivered to each Proposer. No oral interpretations of any provision in the Request For Proposals shall be binding upon the CITY.

2.4. REVIEW OF PROPOSALS

After the conclusion of the proposal acceptance period, the CITY shall review all proposals for responsiveness to the Instructions to Bidders and the Proposal Documents. Contractors submitting proposals, which meet the criteria contained in the Instructions to Bidders and the Proposal Documents, may be interviewed by CITY to determine:

CONTRACTOR qualifications and capabilities to adequately fulfill the requirements of the AGREEMENT;

Whether the CONTRACTOR has an accurate, complete and satisfactory understanding of the scope of work and level of acceptable service;

The experience and past performance of the Proposer and its agents, employees and subcontractors in completing projects of a similar type, size, and complexity (The CITY shall consider Proposer's timely and accurate completion of similar projects within budget.);

The feasibility of the proposed project based upon the performance and cost schedules, and the methodology to be used by the CONTRACTOR;

Methods of providing services when several different procedures for providing the service would produce acceptable results; and

The CITY reserves the right to reject any or all proposals, negotiate each Proposal item and to waive any irregularity of the bid not affected by law if doing so serves the public interest.

Award of the AGREEMENT to the lowest Bidder will not necessarily prevail.

2.5. AWARD OF AGREEMENT

Within thirty (30) days of the conclusion of the bid proposal verification and if the CITY determines that it is in the CITY's best interest to award the AGREEMENT, a Notice of Award shall be issued and sent to the responsible Bidder which has submitted the most competitive proposal based on a combination of services, qualifications and price as determined by the CITY.

CITY shall not be contractually obligated to any Bidder until a Notice of Award has been duly issued and an AGREEMENT is executed by both the Bidder and the CITY.

Contractor shall, prior to the start of any work, execute an Agreement for a term of five (5)

years with an option to extend original contract annually for up to 4 additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the Bay Area. The maximum increase in any year shall not exceed five percent.

A sample Agreement is included in Exhibit A.

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SECTION 3: SPECIFICATIONS FOR ANNUAL CITYWIDE STORM DRAIN CLEANING AND VIDEO SERVICES PROGRAM

I. GENERAL CONDITIONS

A. SCOPE

The scope of work consists of three primary tasks:

1) Flush and clean all inlets, bubblers, catch basins, and laterals in the designated area.

2) Remove any debris and sediment accumulated within the City's storm drain mains (pipes up to 54"). Provide records of volume of material removed for City's use.

3) Video inspection of all City storm drain facilities. Deliverable to the City shall consist of two copies of clear quality, narrated DVDs, encompassing the entire designated area.

An approximation of the number of inlets/bubblers/catch basins and piping is shown on item price schedule.

An itemized estimate of fees for cleaning and video inspection on a time and materials basis is to be included. Provide an estimate of fees for each task in the scope of services including hourly rate and estimated staff hours required for each class of employee involved in that task. If optional tasks are suggested, provide level of effort and cost for these tasks. Provide a current fee and expense schedule for additional work if required.

B. LOCATIONS

The Project Manager may add locations to the designated areas.

C. QUALITY OF WORK

All work shall be performed in a timely manner in accordance with the best practices. The Project Manager shall periodically inspect all operations and approve or reject the work performed and methods used.

D. CONTRACTOR'S RESPONSIBILITIES

1. Experience and References:

- Provide a listing of representative completed projects (at least three) to include project name/location, brief description, completion date,

client name and contact, client address, and contact telephone number. Completed projects must be in the San Francisco Bay Area.

- Provide a listing of representative current projects to include project name/location, brief description, anticipated completion date, client name and contact, client address, and contact telephone number.

2. Local Office

The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone would also fulfill the requirement for a local office.

3. CONTRACTOR is an Independent CONTRACTOR; Indemnification

The CONTRACTOR shall act under the contract as an independent contractor vis-à-vis the CITY OF MENLO PARK and will not be an agent or employee of the City. The CONTRACTOR shall not represent or otherwise hold out itself or any of its subcontractors, sub-subcontractors, directors, officers, partners, employees, or agents to be an agent or employee of the City. The CONTRACTOR shall indemnify and otherwise hold harmless the City, and its officials, officers, directors, employees, agents and other representatives from all liability, loss, or damage (including reasonable attorney's fees and other costs of defense) resulting from damage or injury to persons or property caused or claimed to have been caused, by acts or omissions of the CONTRACTOR of any of its subcontractors, sub-contractors, directors, officers, partners, employees, or agents in the course of or in connection with the CONTRACTOR's performance under the contract except for the sole or active negligent or willful misconduct by the City. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

4. Compliance with the Law

The CONTRACTOR agrees that performance under the contract shall comply with applicable laws of the United States of America, the State of California, and the County of San Mateo, and that CONTRACTOR also comply with all applicable policies and

regulations of the CITY OF MENLO PARK.

5. Subcontractors

Subcontractors shall not be allowed under the terms and conditions of the contract. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

6. Equal Employment Opportunity

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

7. Personnel

The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this contract during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF MENLO PARK.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this contract with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they

possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the contract a minimum of two times each week.

8. Safety Requirements

All work under contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

9. Hazardous Conditions

The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

E. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein within 30 days from the start of the contract, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in contract price; or

2. Have such required work done by CITY forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

Such adjustments may be estimated cost for performance by CITY forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

Those discrepancies and deficiencies in the work that remain uncorrected may be the necessary justification for a billing adjustment in the month following the occurrence. Billing adjustments for this unsatisfactory service shall be permanent retention of 100% of the estimated cost for work that is incomplete or deficient as stated herein.

F. PAYMENTS WITHHELD

The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.

4. A reasonable doubt that the contract can be completed for the balance then unpaid.

G. MINOR MODIFICATIONS

The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF MENLO PARK.

H. INSPECTION

The Project Manager shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.

I. INSURANCE

1. Workers' Compensation Certification Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents.

   The portion of Section 3700 of the California Labor Code, which is relevant to this project, is as follows:

   "Every employer except the State shall secure the payment of compensation in one or more of the following ways:

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Project Manager of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Project Manager of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

2. Liability Insurance

   (a) CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

   (b) CONTRACTOR shall maintain the following minimum limits:

General Liability Combined Single Limit Per Occurrence	$1,000,000
General Aggregate	$2,000,000

Automobile Liability
Combined Single Limit Per Occurrence $1,000,000

(c) All insurance companies affording coverage to the CONTRACTOR shall be required to add the CITY OF MENLO PARK as "insured" under the insurance policy for all work performed in accordance with this agreement

(d) All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

(e) All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY OF MENLO PARK should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

(f) CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

(g) CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a Stop Work Notice until the CONTRACTOR has cured the default.

(h) Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

3. <u>CONTRACTOR's Indemnification of City</u>

CONTRACTOR shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property

arising out of or related to the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole or active negligence or sole willful conduct of the City, its Officers, agents, or employees. CONTRACTOR's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

J. CONDUCT OF OPERATIONS

1. Cooperation with Others

The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

2. Supervision

The CONTRACTOR shall have a qualified supervisor present at the work site at all times when work is being performed.

3. Preservation of Property

The CONTRACTOR shall carefully protect from damage and be responsible for protection of all property. CONTRACTOR shall be liable for and will be required to repair any and all damages caused by work operations to property. All damaged property shall be replaced or restored to its original condition to the satisfaction of the Project Manager and the City.

4. Starting of Work

The CONTRACTOR shall notify the Project Manager two (2) working days in advance before starting the work required by the contract. CONTRACTOR shall make daily telephone contact with the Project Manager prior to starting work and advise the Project Manager of the

daily work schedule.

5. Discontinuance of Work

If the CONTRACTOR, after having officially started said contract, should discontinue work for any cause, he shall notify the Project Manager of the intent to do so, and shall further notify the Project Manager the date of restarting operations in accordance with Paragraph 4 above.

6. Satisfactory Completion of Work

All work shall be completed under the supervision of and to the satisfaction of the Project Manager and to his/her satisfaction.

7. Examination of the Site

Each bidder shall visit the sites of the proposed work to become fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the sites or conditions under which the work will be accomplished.

8. Work Area

All public street rights-of-way in the area of the CITY OF MENLO PARK, as indicated and described on the City of Menlo Park Storm Drain Index maps, except as may otherwise be noted in the specifications.

9. Termination of Contract

In the event the CONTRACTOR fails to meet the specifications of this contract for a period of five (5) consecutive days, the CITY may at its option terminate the balance of this contract, provided that the CONTRACTOR has had written notice of his failure to perform satisfactorily. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice.

10. Restricted Work Hours

No work shall be performed on residential streets prior to 7:00 a.m. and later than 5:00 p.m. No work shall be performed on arterial

streets prior to 9:00 a.m. and no later than 3:00 p.m. All work shall be consistent with the Noise Ordinance as identified in Menlo Park City Code. Work shall be performed Monday through Friday only.

REMAINDER OF PAGE BLANK

PROJECT: Annual Citywide Storm Drain Cleaning and Video Services Program

II . PROJECT SPECIFICATIONS

A. SCOPE

The scope of work consists of three primary tasks:

1) Flush and clean all inlets, bubblers, catch basins, and laterals in designated area.

2) Remove any debris and sediment accumulated within the City's storm drain mains (pipes up to 54"). Provide records of volume of material removed for City's use.

3) Video inspection of all City storm drain facilities. Deliverable to the City shall consist of two copies of clear quality, narrated DVDs, encompassing the entire designated area.

An approximation of the annual number of inlets/bubblers/catch basins and piping is shown on item price schedule.

An itemized estimate of fees for cleaning and video inspection on a time and materials basis is to be included. Provide an estimate of fees for each task in the scope of services including hourly rate and estimated staff hours required for each class of employee involved in that task. If optional tasks are suggested, provide level of effort and cost for these tasks. Provide a current fee and expense schedule for additional work if required.

Equipment and Traffic Control:

The CONTRACTOR shall carry out all cleaning operations with a vactor truck of suitable size and power for the work as determined by the Engineer or his designee. All equipment utilized in carrying out the work shall comply with the Standard Specifications for Public Works Construction. Traffic control employed by the CONTRACTOR shall comply with the latest editions of the Standard Specifications for Public Works Construction and/or the California Department of Transportation (CALTRANS) specifications. In general, the vactor equipment shall have a flashing arrow board attached directly to it or the CONTRACTOR shall provide stand-alone flashing arrow board to trail the vactor truck and provide all traffic control in a safe and efficient manner.

Equipment and Traffic Control:

The CONTRACTOR shall carry out all cleaning operations with a vactor truck of suitable size and power for the work as determined by the Engineer or his designee. All equipment utilized in carrying out the work shall comply with the Standard Specifications for Public Works Construction. Traffic control employed by the CONTRACTOR shall comply with the latest editions of the Standard Specifications for Public Works Construction and/or the California Department of Transportation (CALTRANS) specifications. In general, the vactor equipment shall have a flashing arrow board attached directly to it or the CONTRACTOR shall provide stand-alone flashing arrow board to trail the vactor truck and provide all traffic control in a safe and efficient manner.

Confined Space Entry Program and Work Safety:

The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program in accordance with Sections 5156, 5157 and 5157 of Title 8 of the California Code of Regulations. All work shall be carried out in safe and efficient manner and comply with the latest Cal OSHA rules and regulations and work safety as prescribed in the Standard Specifications for Public Works Construction, latest edition.

REMAINDER OF PAGE BLANK

BID SCHEDULE

The CONTRACTOR shall submit, along with their bid schedule, a detailed quantitative and qualitative outline of how the work will be carried out, the equipment to be utilized, personnel to be employed, an estimate of the duration of the project and/or estimates of the number of man hours necessary to carry out the work and describe how this information was formulated into the lump sum bid below that meets or exceeds all the requirements of the program as prescribed in the contract documents. This information will be used to assess the CONTRACTOR's ability to carry out the project in an efficient and timely manner and will have a bearing on the award of the contract.

ITEM PRICE SCHEDULE

Storm Drain Cleaning and Video

No	Description	Units	Estimated Quantity	2014-15	2015-16	2016-17	2017-18	2018-19
1	Clean Storm Drain Inlets, Bubblers, and Catch Basins, Including Laterals	EA	160					
2	Clean Storm Drain Lines, Various Diameters**	LF	20,000					
3	Video Storm Drain System	LF	20,000					
	Total							

(Abbreviations: LF= Linear Feet, EA= Each)

NOTE: The estimate of quantities set forth herein is approximate only, being given as a basis for the comparison of proposals. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary. The City has budgeted $50,000 annually toward this contract.

* Trash and debris may be disposed at Menlo Park's Corporation Yard.

_____
Contractor

_____
By

_____
By

_____
Address

_____

_____
Telephone Number

_____
E-mail

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

Bidder is required to state below the automotive, industrial construction, and other equipment which bidder has or will have available prior to commencement of the contract to perform the work under this contract. The CITY reserves the right to reject any bid when, in its opinion, the bidder has not demonstrated he/she will be properly equipped to perform the work in an efficient, effective manner through the duration of the contract period. In instances where a proposed item of equipment is not presently possessed, the bidder shall provide documentation, acceptable to the Project Manager, that bidder will have the equipment available prior to commencement of the work.

Equipment Description	Quantity Possessed	Present Condition	Quantity and Explanation If Not Possessed

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the CITY OF MENLO PARK covering work of a similar character within the past year.

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_____

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_____

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_____

_____

_____

AGREEMENT WITH INDEPENDENT CONTRACTOR No._____

Contractor Name and Address

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:
Department:
Attention:
Address:
City, State, Zip: Menlo Park, CA 94025
Phone:

Project Name:

It is agreed between the City of Menlo Park, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the City of Menlo Park.

2. Contract Term. The term of this agreement shall be from _____to _____unless terminated earlier by the City.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed **$_____** plus up to 10% of the contract amount if needed and only if approved by both parties in writing.

4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor acquires none of the rights, privileges. powers or advantages of City employees.

5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars ($1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than Two Million Dollars ($2,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence in respect to damage to property. City shall be named as an additional insured on Contractor's insurance policy Contractor shall provide City with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars ($1,000,000) for each occurrence combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000.000) for any one (1) accident, and three hundred thousand dollars, ($300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold City, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. Termination of Agreement. The City may, at any time, terminate this Agreement, in whole or in part, for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents,

data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Worker's Compensation Insurance. Contractor agrees and understands that the City does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. Retention of Records. Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

12. Merger Clause. This Agreement, including Exhibit "A" and "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

13. Prevailing Wages. Prevailing wages must be paid for all of the work to be done. A tabulation of the various classifications of workers to be employed and the prevailing rate of wages applicable therto is available from the California Department of Industrial Relations Website.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

_____ _____
Alex D. McIntrye, City Manager Date

_____ _____
Attest: City Clerk Date

_____
Contractor Name Printed

_____ _____
Contractor Signature Date

_____
Contractor's Tax I.D. Number or Social Security Number

Attachment: Exhibit A-1 – Bid Proposal
Exhibit B – Dispute Resolution