CITY OF LANCASTER

RFP NO. 715-19

Nuisance Abatement Services

SUBMISSION DEADLINE

February 4, 2020

BY 2:00 P.M.
(13:59:59)

SUBMIT TO:

Office of the City Clerk
Lancaster City Hall
RFP 715-19
44933 Fern Avenue
Lancaster, CA 93534

For questions concerning this RFP contact by e-mail:
Dan Berkovitz, SPSM, Purchasing Agent
dberkovitz@cityoflancasterca.org
REQUEST FOR PROPOSALS (RFP) FOR
NUISANCE ABATEMENT SERVICES

INTRODUCTION

The City of Lancaster is interested in acquiring Nuisance Abatement Services. The Code Enforcement Division takes emergency action to minimize dangerous and unsafe conditions on private property. These conditions include, but is not limited to, unsecured or unsafe buildings, unfenced or abandoned pools, and dangerous excavations. Actions to abate such nuisances include boarding insecure buildings, fencing/securing pools, fencing dangerous excavations, and treating or draining unsanitary abandoned pools.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

INSTRUCTIONS TO VENDORS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to Dan Berkovitz, SPSM, Purchasing Agent at dberkovitz@cityoflancasterca.org or facsimile number (661) 723-5845 prior to 2:00 P.M. January 28, 2020.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Vendor”; “Consultant”; “Contractor”; “Supplier”; “Company”; “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”; “Quote”; and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.

PROPRIETARY MATERIAL
Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor’s demonstrated ability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

The proposal shall include an original, five copies and a flash drive containing an electronic version of the proposal. An intended form of agreement for software, maintenance and support should be included as an appendix.

Proposals shall not exceed 20 single-sided pages or 10 double-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Cover Letter

The proposal shall be transmitted to the City with a cover letter stating the Vendor’s understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform, and the name, address and telephone number of the person(s) who will be authorized to represent your firm. The letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal. Address the cover letter as follows:

   Andrew Noga  
   City of Lancaster
2. Company Information

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental information that Contractor believes may be pertinent to the selection process may be provided here. If the Contractor is a joint venture, each party of the joint venture shall submit the required forms stated in this RFP.

3. Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract. The Contractor shall be licensed with a CSLB Class B, or the appropriate Class C license.

Note: All supervisors must have a minimum of three (3) years actual field experience and adequate technical background.

Subcontractors’ names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each subcontractor listed, by trade, and the by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of subcontractors.

Contractor shall be required to perform, with its own forces, contract amounting to at least 50% of the total contract price.

4. Experience and References

Contractor shall provide evidence of three (3) references for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past three (3) years. The references shall include names, addresses, current email and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

5. Pricing

The Contractor shall provide pricing for all work necessary to conduct services as defined by Exhibit A - Scope of Services.

Include the Proposed Schedule of Pricing as shown in Exhibit A. The Schedule shall include a rate covering all services as described in Scope of Services, and extra work as identified on the Schedule.

6. Statement regarding Insurance

The Contractor shall include a statement acknowledging that Contractor is capable of obtaining and maintaining the insurance requirements as included in the Insurance Section of Exhibit B – Sample Agreement. If Contractor is unable to provide evidence of the required insurance, the City may find the Contractor non-responsive.

7. Signature Sheet
Complete the included Signature Sheet and include it with the Proposal submission.

8. Other

List any other information that might aid in our selection.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFP.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City’s website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer’s will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Contractor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.
PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the Proposal.

Vendor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:

- Demonstrated understanding of the Scope of Services (25 points)
- Cost proposal (25 points)
- Demonstrated successful experience with similar projects (25 points)
- Local Preference (5 points)
- Satisfaction of previous clients (10 points)
- Completeness of proposal (10 points)

For purposes of this evaluation, Local Preference is defined as a firm having an active, operational facility in the Antelope Valley area. Maximum points will be given to those firms based in Lancaster, and less points to those firms that are further away. Local preference is an evaluation criterion due to the need for the Contractor to respond quickly to work orders here in the City. The Contractor must explicitly state their basis for claiming local preference in order to receive appropriate points toward this evaluation criterion.

After the initial evaluation, if deemed necessary by the City, short-listed vendors may be invited to provide the City with an on-site demonstration, presentation, or interview, of their service or product. If conducted, short-listed vendors will be evaluated during this presentation.

The most highly qualified Vendors shall then enter into negotiations with the City to formalize the Agreement and Compensation. The City will request vendors to agree to the City’s revision of the rates they’ve submitted with their proposals. These negotiations will address a fair and reasonable price for services and other terms of the Agreement. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City’s waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City’s terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.
AWARD OF CONTRACT

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Vendors whose Proposal best complies with the requirements of this RFP. The City intends to contract with multiple Vendors for nuisance abatement services. When the City requires nuisance abatement services, it will draw from this pool of contracted vendors on a rotation and issue a work order to the Vendor.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

CONTRACT TERM

The total term of the Agreement may extend for a period of five (5) years. The Agreement may be extended for additional terms upon mutual agreement in writing by both parties.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City’s Request for Proposals and Addenda, if any
- Vendor’s Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.

B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

CONTRACT PERFORMANCE MANAGEMENT

When the City documents a lack in performance of the Contractor’s work, or if the City denies acceptance of the work, the City will offer the Contractor to remedy the lack of performance. At the discretion of the City, if the Contractor consistently underperforms, it will be grounds for contract termination by cause. Additionally, if
the Contractor refuses to perform the nuisance abatement services 3 or more times, this refusal will be grounds for contract termination by cause.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Attachment A - Scope of Services, or Insurance Requirements shall be directed to:

Dan Berkovitz, SPSM
Purchasing Agent
(661) 723-5845
(661) 723-6180 fax
dberkovitz@cityoflancasterca.org

DUE DATES

All Proposals (an original and five copies) are due by 2:00 (13:59:59) P.M. on Tuesday, February 4, 2020. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Packages containing RFP’s must be clearly marked on the outside with the name of the Vendor and RFP title. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Vendor.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Distribution</td>
<td>January 9, 2020</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>2:00 P.M., January 28, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>2:00 P.M., February 4, 2020</td>
</tr>
<tr>
<td>Proposal Evaluation by Committee</td>
<td>Week of February 10, 2020</td>
</tr>
<tr>
<td>Tentative Selection/Award</td>
<td>Tentatively, March 2020</td>
</tr>
</tbody>
</table>
SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 715-19.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

☐ Read each and every clause of this RFP and addenda, including Addendum # ____________.

☐ Included all costs necessary to complete the specified work in its proposed prices.

☐ Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: ________________________________________________________________

Address: ___________________________________________________________________

Fed ID No: ____________________  DIR # (if applicable): __________________________

Name (print): _____________________________

Name (sign): ______________________________________________________________

Title: ______________________________________________________________________

Telephone: ____________________________  Fax: _________________________________

Email: _________________________________  Date: ______________________________

To receive consideration for award, this signature sheet must be returned with the Proposal.
EXHIBIT "A"

SCOPE OF SERVICES

I. General Requirements:

a. On private lots, contractor will be required to perform abatement services, including but not limited to the following: mow, trim grass and vegetation; remove and dispose of ALL trash, junk and debris; remove hanging dry or dead tree limbs and branches; clear easements, right-of-ways and sight distance triangles (line of sight hazards); and drain swimming pools and other sources of stagnant water entrapments. Contractor may also be required to board and secure structures, secure premises, paint surfaces, and other abatement services.

b. Contractor shall comply with all Federal, State and City laws, ordinances, statutes, rules and regulations governing all aspects of work including, but not limited to, proper disposal of debris, tires, oils, fluids, gases, appliances, equipment and furniture.

c. Contractor shall have the ability to send/receive work orders, invoices, and documents, via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files.

d. Communication between the contractor and the City’s Code Enforcement Division must be in the form of an email or in writing; if communication is verbal, follow-up must occur via email or by written documentation memorializing the conversation for documentation purposes.

e. The contractor must specify a designated manager authorized to communicate on the company’s behalf. Correspondence with the Contractor and communications regarding performance will be conducted with this point of contact.

f. If the contractor finds that the owner has abated the nuisance on property, the contractor shall immediately notify the City of its findings, and may only charge the City a mobilization charge.

g. If the Code Enforcement Officer has determined, in his/her sole discretion, that the Contractor’s work was not completed to satisfactory standards, and the Contractor has to repeat the job, the Contractor must do so within the next 24 hours, and the Contractor will not charge the City for any additional mobilization, or re-work costs.

h. Since the Code Enforcement Officers need to document all communications with the property owner or occupant, Contractors shall not interact with them.

i. If a contractor encounters a problem with an argumentative or non-cooperative property owner or occupant, the Contractor shall not engage with such person(s), but should withdraw from the premises and contact the Code Enforcement Officer at (661) 723-6121, or law enforcement, as appropriate.
j. Failure to timely perform work as assigned, submittal of improper invoices, failure to conform to the requirements of any provision contained herein or in the work order, may result in termination at the discretion of the City.

k. Digital Color Photographs.

1. Before Photographs:
   Prior to beginning any work order, contractor shall take digital color photographs of the work location. The photographs shall be dated and timestamped. The photographs shall include the property condition before the abatement showing grass/weed height, trash, junk and debris on property, tires, any unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, stagnant pool(s) of water to be pumped and the Contractor’s vehicles intended to be used to perform the work. Failure to submit proper “before” photographs will result in non-payment of the invoice.

2. After Photographs:
   Contractor shall take digital color photographs of the work location after all work is completed, including loaded vehicles showing the trash/junk debris and that was removed. These photographs shall be dated, time-stamped and shall be submitted electronically by email to the City. Failure to submit proper “after” photographs will result in non-payment of the invoice.

3. Time Stamp:
   Contractor shall provide the Code Enforcement Officer dated and time stamped digital photographs, both prior to commencement and after completion of work before submitting an invoice. All costs associated with photography shall be the contractor’s responsibility. The City must approve, in advance, any other source of media.

II. Specific Requirements:

a. Work Orders. The Contractor must confirm receipt of the Work Order within one hour with the Code Enforcement Officer either by signing the work order and returning it, or by email acknowledgement. Within the acknowledgement, the Contractor shall provide the date which the Contractor will begin work. If Contractor does not begin work on the date provided, Owner may reassign the Work Order to another contractor, and provide notice in writing to the Contractor that the work has been reassigned. If the Contractor cannot accommodate a Work Order schedule, the Owner may reassign to another contractor.

b. Notice to Abate – Authority. The Work Order furnished by the City to the Contractor constitutes the Contractor’s authority to perform nuisance abatement services. If any discrepancy arises with any other documents during the execution of a Work Order (i.e., property photographs and legal description on notice/map do not match, etc.), it is the responsibility of Contractor to contact the City before work begins. Failure to do so will result in the Contractor absorbing all costs and legal responsibility of the abatement on incorrectly designated property. Any ambiguity or conflict with other documentation shall be clarified prior to performing any work.

c. Execution of Work
   1. Non-Emergency Abatement
Unless otherwise identified on the Work Order, weed abatement and junk/trash/debris removal are considered non-emergency nuisance abatement.

2. Emergency Abatement
All work shall be treated as an emergency, except where noted as a non-emergency. Emergency work must commence within 24 hours of assignment.

3. Timeframe for Completion
Except where a deviation is expressed on the Work Order, all nuisance abatement work shall be completed as quickly as possible but not later than three (3) calendar days from work commencement. Work not started or completed within the timeframe allotted may be grounds to relieve the Contractor from the job site. The Contractor will be paid for work completed, subject to the requirements herein, and the remaining work for the job site may be reassigned to another Contractor.

4. Site Conditions
If the work specified by the City deviates from actual conditions on site, the Contractor shall contact the Code Enforcement Officer to reconcile any differences, prior to performing work.

5. Scope of Work
Contractor is only authorized to perform work as outlined in the Work Order. If the work specified by the City deviates from actual conditions on site, the Contractor shall contact the Code Enforcement Officer to reconcile any differences, prior to performing work. Any work performed outside the scope of the Work Order shall not be chargeable to the City, unless written authorization to is received prior to preforming the work.

III. Service Requirements

a. Mowing. Mowing is defined as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. All vegetation must be cut to a height of not more than three inches (3”). Trimming must match or be below the adjacent grass or structure. The Contractor is responsible to obtain a uniform cut on the entire lot assigned. Mowing will include the designated parcel and all right-of-ways, fence lines, easements and yards. Weed eating shall be done around the property and fence lines. Sidewalks and curbs shall be neatly edged. All leaves and vegetation clippings and trash must be removed from the designated parcel, driveways, sidewalks, right-of-ways and easements. On the designated parcel needing mowing, surface trash may be found. Two (2) cubic yards or less of trash, junk and debris shall be removed at the time of mowing and will be inclusive of the mowing prices/charges. Failure to rake, blow, bag, and remove all leaves, trash and vegetation clippings will result in non-payment.

b. Debris/Trash/Junk Removal. All visible trash, junk, debris, and litter must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the City and in accordance with the Work Order. Debris examples include, but are not limited to appliances, tires, furniture, equipment, household trash, etc. Tree limbs, tree parts, fallen dead trees, bushes or brush less than 6 feet high, and/or on the ground, and/or in the right of ways, easements or in the sight distance triangle, will be considered as trash, junk, and debris.
The Contractor shall be required to provide Debris/Trash/Junk Removal services at sites where illegal dumping activity may have taken place, as requested.

The Work Order will enumerate specific items to be removed, identify specific locations for the Debris/Trash/Junk to be removed, and/or specific items not to be removed. The Contractor shall not remove any debris not specified in the Work Order, except where written clarification has been provided.

Contact the Code Enforcement Officer:
- If the Contractor is unsure as to whether an item that is listed for removal in a Work Order should be removed from the premises (i.e. personal effects);
- If debris should be removed from the premises that are not listed on the Work Order (i.e. debris that may have been overlooked);
- Or if the Contractor notices Hazmat contained with the debris listed.

c. Securing. The Contractor must conform all boarding to Appendix A of the 2015 International Property Maintenance Code. Windows must be secured with ½” plywood two (2) 2x4 exterior braces, two (2) 2x4 interior braces and will be held in place with 3/8” x 12” long rounded head carriage bolts, 1/2:” standard flat washers and 3/8” construction grade nuts. Doors must be secured with ½” plywood, three (3) 2x4 exterior braces, three (3) 2x4 interior braces and will be held in place with 3/8” by 12” long rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nuts. Scrap pieces of plywood will not be allowed when a whole piece of plywood can be used.

Since unsecured structures pose an immediate threat to a neighborhood, all securing Work Orders will be completed within 24 hours of Work Order receipt.

All plywood used to cover openings shall be painted, upon request, with exterior latex grade, paint primer of a color similar to the proximate or predominant color around the board up.

d. Fencing. To secure hazards, the City will request that temporary fencing is to be installed to inhibit access to the hazard. Fencing for securing a site will be billed per linear foot.

The fencing shall be installed as a barricade with a T-post approximately every ten (10) feet. Fences shall be not less than five feet high mounted on one and one-quarter inch diameter galvanized steel posts. The fence shall be constructed of chain link or other industrial type fencing of not less than eleven (11) gauge wire and of not greater than two-inch nominal mesh. There shall be no aperture below the fence large enough to permit any child to crawl under the fence.

The Contractor may be requested to install fencing that connects to existing fencing.

e. Pools. The Contractor will be requested to drain the pools where water accumulation exists. If the pool cannot be drained, the Contractor shall install protective fencing around the pool. Since an unsecured pool poses an immediate threat to a neighborhood, draining the pool or fencing the pool shall be completed within 6 hours of Work Order receipt.

IV. Cost Proposal:
a. Contractor shall furnish, at its own expense, all equipment and materials needed for abatement services, inclusive of the rates delineated on the rate sheet.

b. The rate schedule below with the respective pricing per line item must be included with the Contractor’s proposal.

c. Once the City intends to contract with a qualified Contractor, the City may provide a rate sheet to each Contractor with revised pricing that the Contractor must accept in order to contract with the City. These standard rates will apply to each Contractor selected for the work order issued.

<table>
<thead>
<tr>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Up (Include labor, equipment, materials to complete board ups)</strong></td>
</tr>
<tr>
<td>Windows</td>
</tr>
<tr>
<td>Windows with Paint</td>
</tr>
<tr>
<td>Windows</td>
</tr>
<tr>
<td>Windows with Paint</td>
</tr>
<tr>
<td>Doors</td>
</tr>
<tr>
<td>Doors with Paint</td>
</tr>
<tr>
<td>Doors</td>
</tr>
<tr>
<td>Doors with Paint</td>
</tr>
<tr>
<td>Doors Secure with Hinges</td>
</tr>
<tr>
<td>Doors Secure with Hinges with Paint</td>
</tr>
<tr>
<td>Garage Door (secure only)</td>
</tr>
<tr>
<td>Garage Door (secure only) with Paint</td>
</tr>
<tr>
<td>Garage Door (secure only)</td>
</tr>
<tr>
<td>Garage Door (secure only) with Paint</td>
</tr>
<tr>
<td>Slider Door</td>
</tr>
<tr>
<td>Slider Door with Paint</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
</tr>
<tr>
<td>5’ Chain Link Fence with T-post Every 10’ Included</td>
</tr>
<tr>
<td><strong>Labor</strong></td>
</tr>
<tr>
<td>General Laborer</td>
</tr>
<tr>
<td><strong>Equipment (includes operator as needed)</strong></td>
</tr>
<tr>
<td>40 Yard Roll Off Dumpster (Includes Dumpster and Dumping Fee with 5 Ton Maximum Weight)</td>
</tr>
<tr>
<td>Additional Debris Weight</td>
</tr>
<tr>
<td>Tractor 210 LE John Deere or Equivalent</td>
</tr>
<tr>
<td>Pump Out Pool incl/ pump</td>
</tr>
<tr>
<td>Dump Truck with Operator</td>
</tr>
<tr>
<td>Flatbed/Enclosed Van</td>
</tr>
<tr>
<td>One Truck / One Man</td>
</tr>
<tr>
<td>One Truck / Two Men</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “AGREEMENT”) is made and entered into this ____ day of ____, 20__, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and _____ (the “CONTRACTOR”).

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

RFP 715-19 Nuisance Abatement Services

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

A. OWNER: City of Lancaster.

B. CONTRACTOR: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER
City of Lancaster
Attn:
44933 North Fern Avenue
Lancaster, California 93534

CONTRACTOR
(Name, Title)
(Company name)
(address)
(city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.
4. **Incorporation by Reference.** The CONTRACTOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT  
Second: The RFP  
Third: The CONTRACTOR’S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services” attached hereto as Exhibit “A”. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in Scope of Services is not to exceed $____. CONTRACTOR’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

10. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney’s fees, incurred in or in any manner arising out of or related to CONTRACTOR’S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.
11. Amendments. Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and CONTRACTOR.


A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. Termination for Convenience. The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

14. Independent Contractor. CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. Insurance.

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

Commercial General Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Project General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)
Commercial Automobile Liability

Combined Single Limit per Accident for

Bodily Injury and Property Damage $1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California Statutory Limits

Employers’ Liability

Each Accident $1,000,000
Bodily Injury by Disease $1,000,000
Each Employee $1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

Professional Liability

Each Occurrence $1,000,000
General Aggregate $1,000,000

B. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability.

C. Professional liability and/or cyber insurance written on a “claims made” basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:
(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days’ prior written notice (10 days’ written notice for non-payment) to the City of Lancaster.

(2) List in the “Descriptions of Operations/Locations/Vehicles” section:
“RFP 715-19 Nuisance Abatement Services
The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

16. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order. CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

17. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER’s right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event,

18. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

19. **CONTRACTOR’s Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT
without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.


A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.


The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit “B” Payment Clause


This AGREEMENT shall be governed by the laws of the State of California.

23. Effective Date.
This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: __________________________________
    Jason Caudle, City Manager

Dated: __________________________________

_______________________________________
Company Name

By: ___________________________________
    (Name, Title)

Dated: __________________________________

ATTEST:

_______________________________________
Ronda Perez, Acting City Clerk

APPROVED AS TO FORM:

_______________________________________
City Attorney