

## Request For Proposals

**To Provide Curb Number Painting Services for the City of  
South El Monte**



**RFP Release Date: March 28, 2018**

**RFP Response Due: 5:00 p.m. April 25, 2018**

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## **I. General Information**

### **Community Profile**

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work.

After almost six decades, the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

### **Overview**

The City is requesting the services of a company that can perform curb number painting services. The selected contractor will be responsible for painting residential and business address numbers on curbs.

## **II. PURPOSE & SERVICES DESCRIPTION**

The purpose of this Request for Proposals (RFP) is to select the most-qualified Contractor to Provide Curb Number Painting Services for the City of South El Monte. The City wishes to obtain curb number painting services under a General Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

The Curb Number Address Painting Services includes, but is not limited to, scraping off old, loose paint off existing curb addresses, painting a new white rectangular background on the curb face and applying black numerals to the curb face coinciding with address of the property, and sweeping up and collecting debris for proper disposal.

The Contractor shall provide curb number painting services for the City based on the scope of services and outlined below.

## **III. SCOPE OF SERVICES**

The following is the scope of services to be performed by the Contractor. The selected Contractor shall be authorized to provide curb number painting services for the City.

### **Specific Requirements**

**Remove Old Paint**

Contractor shall remove old, loose paint off of existing curb address.

**Paint and Apply Black Numerals**

Contractor shall paint a new white rectangular background on the curb face and apply black numerals to the curb face that coincide with the address of the property.

**Clean-up**

Contractor shall sweep up and collect debris for proper disposal.

**IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)**

1. The City must receive proposals by the designated due date and time. Proposals received after designated time and date will not be considered.
2. All advertising literature, including flyers that contractor proposes to use in soliciting services, must be included in proposal.
3. Indicate if Contractor will provide the service for free, but with recommended donations from residents and businesses, or if the City will be charged for the services. If contractor intends to solicit donations, provide amount of suggested donation that will be requested from residents and businesses. If the City will be charged for the curb number painting services, please provide the City with a fee proposal (see Section IV, Bullet Point 5).
4. Provide a plan for meeting the Scope of Services, in a manner that you believe is appropriate for the City. Indicate how the resources of your firm (e.g. number and type of personnel allocated by hours) will be allocated.
5. Proposer's understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each requirement.
6. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Contractor's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all Curb Number Painting services are completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated

with, but not limited to, providing curb number painting services. The Contractor shall provide its services for duration of the agreement for the approved scope of work and fee.

7. Three (3) copies of the Proposal which must not exceed 25 pages (double-sided pages count as 2 pages) shall be submitted to the City Clerk (Attn: R. Juarez, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733) by no later than 5:00pm on April 25, 2018.
8. Litigation History - The proposer shall provide information on any litigation, claims, and/or matters that could have led to litigation or a claim arising out of work related to their projects or their subcontractor's projects for the last five (5) years. Please refer to **Attachment B** for a more detailed list of circumstances ("Claims History").
9. Three (3) copies of a fee Proposal for completing the proposed work shall be provided and may be placed in the same envelope as the Proposal. The proposer's fee (if any) for curb number painting services shall be a fixed fee per address.
10. **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.

#### **V. CORRECTIONS**

Corrections or revisions to the RFP and other documents are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

#### **VI. GENERAL INFORMATION**

The City shall not pay any cost incurred in the preparation of a response to this Request for Proposal.

#### **VII. INSURANCE REQUIREMENTS**

Refer to Section 13 ("Insurance") of the General Services Agreement included in this RFP as **Attachment C** for insurance requirements.

#### **VIII. PROPOSAL REVIEW**

All proposals will be reviewed by a Selection Committee comprised of City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the part of the Selection Committee and will include both objective and subjective analysis. A Contractor may be eliminated from consideration for failure to comply with any of the following requirements, depending upon the critical nature of such requirements as determined by the City:

1. Meaningful experience providing Curb Number Painting Services

2. Cost
3. Compliance with Scope of Services (Section III)
4. Responsiveness and thoroughness of proposal
5. Personnel proposed work on the project and the qualifications of those individuals, reference checks, verification of certification, if applicable, and ability to satisfy insurance requirements
6. Any other factors determined by the City to be relevant to the performance of these services

The contract will be awarded, if at all, to the responsive and responsible bidder that submits the most advantageous Proposal to the City. The City reserves the right to waive minor irregularities and omissions in any submission. The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. The City shall not pay any costs associated with the preparation of proposals, including but not limited to the qualifications submittal, additional information, and/or in any other aspect of a submittal prior to the award of a written contract. The City will provide only the staff assistance and documentation specifically referred to herein, and is not responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Contractor selected will be required to sign the City's General Services Agreement prior to City Council consideration of contract award, a copy of which will be provided upon request. The City Council has final authority in the selection of the Contractor.

Below is the anticipated schedule for the Contractor selection process:

Request for Proposal Posting/Mailing	March 28, 2018
Submittal Deadline (Date proposals must be received by City)	April 25, 2018 by 5:00 p.m.
Tentative Interview (if necessary)	Week of May 7 <sup>th</sup> , 2018
Tentative City Council Award	May 22, 2018

For further information, contact Mr. Rene Salas, Public Works Director, at 626-579-6540.

## **IX. CONTRACTOR AGREEMENT**

A sample of the City's General Services Agreement is provided in this RFP as **Attachment C**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Contractor takes exception.

# **END OF RFP**

## **ATTACHMENTS TO FOLLOW**

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample General Services Agreement

**ATTACHMENT A**

**AFFIDAVIT OF NON-COLLUSION**

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for California

My Commission Expires: \_\_\_\_\_



## **ATTACHMENT B**

### **CLAIMS HISTORY**

Each Contractor shall submit a summary of whether or not any of the following events have occurred within the past five (5) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Contractor or any sub-Contractor to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-Contractor.
- Termination for default under a contract awarded by a public entity to Contractor or any sub-Contractor.
- Debarment of Contractor or any sub-Contractor by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Contractor or a sub-Contractor was a defendant or cross-defendant at any time within the past five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Contractor or the sub-Contractor of more than \$100,000.00.
- Conviction of Contractor, a sub-Contractor, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-Contractor.

**ATTACHMENT C**

**SAMPLE GENERAL SERVICES AGREEMENT**

**GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SOUTH EL MONTE AND  
\_\_\_\_\_ FOR CURB NUMBER PAINTING  
SERVICES**

THIS GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2018, by and between the City of South El Monte, a California municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”.

The Parties agree as follows:

**1. CONSIDERATION.**

A. Contractor agrees to perform the work listed in the Scope of Services attached hereto as Exhibit A.

B. Contractor and City agree to abide by the terms and conditions contained in this Agreement.

C. City agrees to pay Contractor an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). City will pay invoices promptly, but not later than 45 days after receiving Contractor’s invoice.

2. **TERM.** The term of this Agreement will be from \_\_\_\_\_, to \_\_\_\_\_. All work shall be completed by \_\_\_\_\_, 201\_.

**3. SCOPE OF SERVICES.**

A. Contractor will perform services listed in the attached Exhibit A.

B. Contractor will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

**4. FAMILIARITY WITH WORK.**

A. By executing this Agreement, Contractor represents that Contractor has:

- 1) Thoroughly investigated and considered the scope of services to be performed;
- 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

## **5. INSURANCE.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 5.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 5 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 5.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 5 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 5 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 5 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 5 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 5 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 5, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 5. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 5.

## **6. TIME FOR PERFORMANCE.**

A. Contractor shall commence the services required by this Agreement once Contractor furnishes proof of insurance as required under Section 5 of this Agreement, and after City gives Contractor a written Notice to Proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such services are at Contractor's own risk.

## **7. TERMINATION.**

A. Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. Contractor may terminate this Agreement upon providing written notice to City at least 30 days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.

D. By executing this document, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

## **8. INDEMNIFICATION.**

### **A. Indemnities, Duty to Defend and Hold Harmless.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the

Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not and shall not waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 8 shall survive the expiration or termination of this Agreement.

**9. INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor will act as an independent contractor and will have control of all work and the manner in which is it

performed. Contractor will be free to contract for similar service to be performed for other employers while under contract with City. Contractor is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor will follow the direction of the City as to end results of the work only.

**10. NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To City: Rene Salas, Public Works Director  
City of South El Monte  
1415 Santa Anita Avenue  
South El Monte, California 91733  
(626) 579-6540

To Contractor:

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

**11. TAXPAYER IDENTIFICATION NUMBER.** Contractor will provide City with a Taxpayer Identification Number.

**12. WAIVER.** A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**13. CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

14. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

15. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

18. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the South El Monte City Council. This Agreement is not binding upon City until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. City's City Manager may execute any such amendment on behalf of City.

19. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

22. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

23. **ENTIRE AGREEMENT.** This Agreement and its attachment(s) constitute the sole agreement between Contractor and City with regard to \_\_\_\_\_. To the extent that there are additional terms and conditions contained in Exhibit A and Exhibit B that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above.



There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

[signatures begin on next page]

Request for Proposals  
City of South El Monte – Curb Number Painting Services

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<p>CITY OF SOUTH EL MONTE, California municipal corporation</p> <p>_____</p> <p>Jennifer Vasquez, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Rose Juarez, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Quinn M, Barrow, City Attorney</p>	<p>CONTRACTOR</p> <p>_____,</p> <p>a _____</p> <p>By: _____</p> <p>Name</p> <p>Title: _____</p> <p>Taxpayer ID No.: _____</p> <p>Business License No.: _____</p> <p>State License No.: _____</p>
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**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**