



REQUEST FOR QUALIFICATIONS FOR ON-CALL GRAFFITI REMOVAL & PRESSURE WASHING SERVICES

Fiscal Years 2024-25 through 2027-28

(With the option for two additional fiscal years)

Issue Date: June 24, 2024

Updated on July 18, 2024

Proposal Due: 6:00 p.m. on Wednesday, July 24, 2024

Jazmine Hadden, Management Analyst
City of Monrovia- Public Works
600 S. Mountain Avenue
Monrovia, CA 91016

BACKGROUND

The City of Monrovia Public Works Department invites qualified graffiti removal firms to respond to a Request for Qualifications (RFQ) for on-call services. The contractor will be responsible for providing graffiti removal and pressure washing services throughout the City.

The City of Monrovia is in the San Gabriel Valley 20 miles northeast of Los Angeles along the Foothills of the San Gabriel Mountains. It currently has a population of 37,931 residents and commercial and industrial areas that draw visitors from around the region.

Monrovia is ideally positioned to continue its trend for controlled growth. The City's vibrant economy fosters enhanced job creation while a commitment to revitalization and development requires that Monrovia maintains its attractive neighborhoods. Visitors are encouraged to experience all that Monrovia has to offer: a welcoming community, the brilliant California backdrop, and the promise for a prosperous future.

PROJECT DESCRIPTION

The City desires to recruit a contractor to provide services to remedy physical conditions under the direction of the City's Public Works staff and Code Enforcement Officers. This assignment requires expertise in on-call services for graffiti removal activities and pressure washing services.

All services provided by the contractor shall be performed by the contractor's employees that meet the qualifications, education, and certification/licensing requirements for the tasks. A successful contractor shall also have the resources to provide cost effective and timely services.

SCOPE OF SERVICES

Contractor shall respond, document, and remove graffiti, as defined in Monrovia Municipal Code Section 9.62.010, from City-owned property using the appropriate paint and materials for the respective job/surface. Contractor shall also deep clean and pressure wash either the entirety of a sidewalk or a portion of the sidewalk and or street, including removal of gum and stains as directed by the City. Contractor shall furnish at their own expense, all labor, equipment, personnel, and materials necessary for the satisfactory and timely performance of graffiti removal and pressure washing as set forth herein. Contractor shall provide graffiti removal and pressure washing services six (6) days per week, Monday through Saturday, within 72 hours of notification by the City. Graffiti that is determined to be obscene or contains vulgarity or profanity shall be removed within 24 hours of the request for services.

1. Duties and Procedures

Removal Methods

The Contractor will remove graffiti through power washing, using graffiti remover, and/or painting the graffiti surface to restore property to the original condition as approved by the City. Graffiti shall be removed so that the area surrounding it constitutes a box, circle, or other geometric shape to minimize the appearance of shadows. Graffiti removal methods shall not harm, deface or permanently mark the impacted surface; and surfaces near the graffiti area shall be protected from removal work.

- a. If paint is proposed as a removal method, paint shall match one of the colors approved by the City staff, consistent with the primary surface. All painting shall be applied in sufficient quantity to completely mask the graffiti from being visible or detectable.
- b. The contractor shall prevent the liquid and solid waste generated from graffiti removal operations and pressure washing services from flowing into the street, gutter, or storm drain system. It is the Contractor's responsibility to ensure that the disposal of all wastewater and debris is conducted in accordance with all existing local, State and Federal regulations.

Materials and Equipment

- a. The Contractor's removal work shall be performed with qualified and trained staff in a professional manner. All staff for the Contractor shall wear uniforms clearly identifying the company name and present an identification badge upon request. All uniforms should be as clean and neat as possible with acknowledgement that the graffiti removal activities may change the appearance of the uniform.
- b. Vehicles and equipment shall be provided by the Contractor and shall be neat in appearance, easily identifiable and in mechanically sound condition. The Contractor will furnish all labor, supervision, equipment, tools, supplies, and manufactured articles, including but not limited to, pressure washer, digital camera, paint and graffiti removal products, as well as, furnishing all transportation including fuel, power, water and essential communications.
- c. It is the responsibility of the Contractor to ensure that the pressure washing conforms to all applicable governing laws and regulations, including local, City, County, State and Federal laws governing storm water disposal.

Photography

- a. The Contractor will provide to the City before and after digital photos of area(s) where graffiti removal and pressure washing services are performed.
 - a. Produce digital photographs of the graffiti and job site before work is performed and after work has been completed. Digital photographs shall be saved with the date and location. Evidence of completed work orders shall consist of digital photographs provided to the City representative.

Traffic Coordination

- a. The Contractor will coordinate directly with the City of Monrovia Public Works Department regarding any lane closures or traffic control requirements.
- b. The Contractor shall provide, throughout the period of the graffiti removal and pressure washing, all signs that may be deemed necessary for the safety and orderly conduct of vehicular traffic as directed by the City Engineer. All barricades used as warnings and guiding devices shall bear the name of the Contractor in legible letters.
- c. Abatements requiring traffic control shall occur only during off-peak times. The Contractor shall remain in compliance with all local, State and Federal regulations.
- d. The Contractor may post “No Parking – Tow Away” signs along the site of work. Arrangements for enforcement of “No Parking” signs are to be made with the Monrovia Police Department 24 hours prior to posting of signs.

Property Damage

- a. The Contractor will perform all graffiti removal and pressure washing services in such a manner that no property is damaged, including regulatory signs in the right-of-way, such as stop signs. If damage does occur to public property or any adjacent property from any services performed under this contract, the Contractor shall notify Public Works City staff within 24 hours and replace or repair at no cost to the City, with the City’s approval of the repair scope of work.

2. Water Supply for Graffiti Removal and Pressure Washing

Hydrant Travel Meter

If the Contractor requires the use of water from the City of Monrovia system, the Contractor shall obtain a hydrant travel meter from Public Works. The travel meter must be used each time the Contractor uses a fire hydrant. Upon request, the Contractor shall provide the City with meter reads. Please include in RFQ answers the expected water source for pressure washing.

Deposit

The Contractor shall deposit a refundable amount of \$750.00 for the mandatory use of a temporary hydrant travel meter. The deposit shall be maintained in full until the project is completed. The City will not bill for water use.

Violations

Failure to use the specified tools or valves, or to follow the instructions herein specified shall be sufficient cause for prohibition of further use of the hydrants, the refusal to grant subsequent travel meters for the use of fire hydrants, and/or for the forfeiture of the deposit.

3. Air and Water Pollution

The Contractor shall be required to conform to all current applicable regulations of the South Coast Air Quality Management District. The contractor is also required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Act), and the National Pollutant Discharge Elimination System (NPDES) requirements. Suitable Best Management Practices (BMPs) shall be applied to prevent any non-stormwater discharges from entering the storm drain system.

Licenses

Contractor is required to have in full force and affect all licenses and permits required by the applicable laws to perform graffiti removal and pressure washing services within the City of Monrovia. Contractor must be licensed in the State of California and said license must authorize the work called for herein. Contractor must possess a State of California C-33 Painting License and a State of California C-61 D38 Sandblasting License and a City of Monrovia Business License during the term of this contract.

4. Schedule of Work

All graffiti removal and pressure washing shall be performed by the Contractor in accordance with requests for services authorized by the City Manager, Public Works staff and Code Enforcement Officers. Graffiti that is determined to be obscene or contains vulgarity or profanity shall be removed within 24 hours of the request for services. Contractor shall provide graffiti removal and pressure washing services six (6) days per week, Monday through Saturday, within 72 hours of notification, if graffiti is not obscene. Sundays and/or any time on any of the following holidays: New Year's Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day, provided that if in any calendar year any such holiday falls on a Sunday, the following Monday shall constitute the holiday shall not be counted in computing the 72-hour response period.

5. Right of Entry

Public Property

Authorization shall be given by the City Manager, Public Works staff and Code Enforcement Officers for the removal of graffiti and for pressure washing on public property. The Contractor is not required to provide graffiti removal and pressure washing services in Old Town and at bus stops in the City.

Public Relations

Contractor shall at all times conduct their services with the utmost courtesy to the public. All employees of the Contractor shall wear clean clothing in the performance of their duties, and equipment shall be cleaned and maintained in a safe operating manner. All equipment shall be subject to inspection by the City.

Statement Required

As a prerequisite to payment, Contractor shall submit a monthly statement to the City including a description of the work completed, the location of said work, square feet involved in the removal or pressure washing, method of removal, and cost. Please include a sample statement with your proposal.

Payment to Contractor

Payment for services rendered per the specifications will be made within thirty days after the submission of a complete statement package. The City will pay Contractor for services in accordance with the proposal and the submitted statement.

Compliance with Laws

Contractor, its agents, and employees shall comply with all applicable laws, ordinances, rules and regulations of the Federal, State, the County of Los Angeles, the City of Monrovia and any other governing bodies having jurisdiction applying to work done under the agreement.

Contact Information

Contractor is required to provide a main point of contact for all City business and communication and shall identify that individual to the City's Director of Public Works prior to starting work.

6. Additional Requirements

- a. The Contractor will have ten days to correct any unsatisfactory performance, as determined by the City representative. If two of these instances occur within a 12-month period without correction in ten days, the City may terminate the contract for cause after upon 7-days' notice by the City. Additionally, the contract will be terminated by the City upon 30 days' notice for any cause or no cause. In the event of such termination, the City will pay Contractor at agreed upon rates for any undisputed work that occurred prior to such termination, if a valid statement has been submitted.
- b. The Contractor shall maintain all permits, certificates, and licenses necessary to perform the graffiti removal and pressure washing services described herein.
- c. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.
- d. The Contractor shall perform, in a professional manner and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing graffiti abatement and pressure washing services, on an "as-needed" basis.

ADDITIONAL CONSULTANT RESPONSIBILITIES

Contractor shall be responsible for completing the specified services in accordance with the attached City's Consultant Services Agreement. By entering into the agreement,

Contractor agrees, at their own expense, to carry commercial general liability insurance, automobile liability insurance and Workers' Compensation insurance during the full term of the agreement as provided for in the attached City's Consultant Services Agreement template. The Contractor shall name the City, its officers, agents and employees as additional named insureds.

TERM

The agreement awarded to the successful Contractor(s) under these specifications shall be for the period beginning **July 1, 2024**, and ending **June 30, 2027**, with the option to extend the term of this contract for two additional fiscal years upon mutual agreement. In the event the City or the Contractor(s) do not wish to renew the contract after the initial three (3) years, the party cancelling must provide a written notice to the other party at least sixty (60) days prior to contract expiration.

MINIMUM QUALIFICATIONS & EXPERIENCE

The Contractor must possess and specify in the proposal, at a minimum, the following qualifications, as well as any others that may be determined to be necessary and appropriate.

1. Contractors must provide at least two public agency references.
2. Demonstrated success in recent similar engagements including delivery of work products at an appropriate level of detail, on schedule, and within the approved budget.
3. Both the firm and the individuals working on the projects should have experience with said services.
4. Demonstrate qualifications of the project manager and key staff.
5. Appropriate licenses issued by the State of California or other government entity.
6. Other special services, expertise, equipment, or abilities that the firm(s) can utilize in the performance of the services described herein.

SUBMISSION REQUIREMENTS

1. RFQ Response Submission
 - a. All RFQ responses should be submitted electronically to bids@monroviaca.gov by **6:00 p.m., Wednesday, July 24, 2024**.

All RFQ responses shall become the property of the City. Late submissions will not be accepted or considered. If you have any questions regarding this Request for Qualification, please contact Jazmine Hadden, Management Analyst, jhadden@monroviaca.gov or call (626) 932.5574.

- b. Written proposals must include the following:
- i. If the organization submitting an RFQ response must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the response. Additionally, all costs included in the submission must be all-inclusive to include any outsourced or contracted work or other costs.
 - ii. General approach to provide citywide on-call services, including an implementation plan and schedule for initiating service upon award of contract.
 - iii. Propose methods of removing or covering graffiti. Provide examples and approaches to abating graffiti on various surfaces.
 - iv. Provide examples of responsiveness to service requests and the estimated time for removal from initial request.
 - v. Each response shall be prepared simply and economically, providing straight forward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFQ. Emphasis on each response must be on completeness and clarity of content.
 - vi. Cost proposal and task pricing, as described below.

2. Cost of Preparation

The proposing firm shall be solely responsible for all costs associated with developing and preparing the RFQ response.

3. Cover Letter

A letter of introduction, to include an understanding of the scope of services.

4. Company's Profile

Brief company profile and number of years the firm has been in business. Any other information which should be considered, such as size of company and any special services or a customer service philosophy that defines the firm's practices. Location of office that will be responsible for the implementation of this contract.

5. Qualifications and References

Qualifying Experience

Description of the professional qualifications of the personnel who will be assigned to work in the City of Monrovia. While the Contractor may propose any staffing scenario to effectively perform the services, the response to RFQ shall identify the total number of key personnel who will be assigned to perform the services and how, where, and when those services will be provided.

References – Provide at least three references, illustrating similar and relevant experience with services provided to organizations, communities or agencies, highlighting successfully completed graffiti removal projects. Include references of people, firms or agencies that may be contacted to verify this experience. Please provide the name, email address and phone number. References should be able to

validate firm experience and project manager experience. Demonstrating successful experience with public agencies is highly desirable.

6. Cost and Pricing

- a. Provide an outline of the cost estimate for each task separately and include the incremental time and cost estimate for each separate task. Due to the structure of the billing rates (per hour) for different personnel, and prevailing wages in compliance with the State Department of Industrial Relations (DIR), please provide an estimate for the number of hours that would be typically required for each staff person for each task. As an optional cost proposal alternative, please provide an estimate for a monthly flat rate for graffiti removal services only and separately for pressure washing services.
- b. The cost must be inclusive of all related costs including but not limited to materials, transportation, labor, equipment, administrative costs, and any taxes that may be levied. It is the responsibility of the proposing firm to determine any taxes and/or fees and include them in the response.
- c. Contractor(s) shall be responsible for paying prevailing wage as specified in the California Labor Code, and for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and any subcontractors used for a particular project or service.

PROPOSAL EVALUATION AND SELECTION

1. The contractor(s) will be selected by the City on the basis of the responses to the RFQ including such factors as thoroughness and understanding of the scope of work, related experience, references, proposal quality, qualifications, responsiveness and responsibility, and cost.
2. The contractor(s) selected will be required to enter into a standard City agreement (Attachment No. 1, Sample Consultant Services Agreement).
3. The City reserves the right to reject any/all responses or to request and obtain from one or more of the firms submitting responses to RFQs, supplementary information as may be necessary for City staff to analyze the submissions pursuant to the selection criteria contained herein.
4. The City may require responding firms to participate in additional, more refined submittal rounds and/or interviews before the ultimate selection of the contractor(s) is made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposals.
5. The contractor(s), by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ, or the City's review of, and decisions regarding, responses. Although it is the City's intent to choose only a small number of the most qualified firms to interview, the City

reserves the right to choose any number of qualified finalists, including one or none, or waive the selection and interview process altogether. Finalists should be prepared to interview in late July/early August. The City also has the right to negotiate the scope of services and costs with the finalist in this process. The City is not required to award this contractor to the lowest bidder, although cost is a factor in the City's evaluation of proposals.

ADDITIONAL INFORMATION

1. The City of Monrovia does not discriminate in the contracting process on the basis of (without limitation) race, color, religion, national origin, handicap, ancestry, sex, sexual orientation, age, or other protected ground.
2. The City is not liable for any costs incurred by the contractor in preparing and presenting the submission.
3. Questions should be addressed to Jazmine Hadden, Management Analyst, by phone at (626) 932.5574, or by email at jhadden@monroviaca.gov.
4. For reference, the following document is attached:

Attachment No. 1: City of Monrovia Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is dated July 1, 2024 (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”).

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide graffiti removal and pressure washing services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Consultant’s Services.

A. **Scope of Services.** Consultant shall perform the services described in the Scope of Services, attached as Exhibit A. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. **Party Representatives.** For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be:

[Name], [Title] (the “Consultant Representative”)
[E-mail Address]

The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. **Time for Performance.** Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

C. **Standard of Performance.** Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

D. **Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

E. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

F. **Permits and Licenses.** Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2027, with the option to extend the term of this contract for two additional fiscal years, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. **Compensation.**

A. **Compensation.** As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as Exhibit B.

B. **Additional Services.** City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in Exhibit B, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. **Method of Payment.**

A. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice

and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. **Payment.** City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. **Audit of Records.** Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. **Ownership of Documents.** All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. **Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

7. **Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. **Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor

or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant'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. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant 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 Consultant 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 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant 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 Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

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

B. Acceptability of Insurers. The insurance policies required under this Section 10 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 10.

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

D. Primary and Non-Contributing. The insurance policies required under this Section 10 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 Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

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

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 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 thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) 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 Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. **Evidence of Insurance.** Prior to the performance of services under this Agreement, Consultant 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 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. **Indemnity Requirements not Limiting.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. **Subcontractor Insurance Requirements.** Consultant 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 10.

11. Mutual Cooperation.

A. **City's Cooperation.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. **Consultant's Cooperation.** In the event any claim or action is brought against the City relating to Consultant's performance or services

rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of Seven (7) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination of Agreement.

A. **Right to Terminate.** City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. **Obligations upon Termination.** Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Alice D. Atkins, City Clerk
City of Monrovia

If to Consultant:

415 South Ivy Avenue
Monrovia, California 91016

With a courtesy copy to:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant 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, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prevailing Wage Laws. Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

22. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

23. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

24. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

25. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

26. Attorneys’ Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Monrovia,
a California municipal corporation

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____

Name: Dylan Feik
Title: City Manager

By: _____

Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]
Email: [Email of Authorized Signer]

ATTEST:

By: _____

Name: Alice D. Atkins, MMC
Title: City Clerk

By: _____

Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]
Email: [Email of Authorized Signer]

APPROVED AS TO FORM:

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

By: _____

Name: Craig A. Steele
Title: City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Graffiti Removal and Pressure Washing Services

a. Respond, document, and remove graffiti from city owned property using the appropriate paint and materials for the respective job/surface.

b. Graffiti Removal Services shall be provided six (6) days per week, Monday through Saturday, except New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, within seventy-two (72) hours of notification. Obscene graffiti shall be removed within twenty-four (24) hours of notification.

EXHIBIT B
APPROVED FEE SCHEDULE