

CITY OF LA MIRADA  
CALIFORNIA



REQUEST FOR PROPOSAL  
CURB NUMBERING SERVICES

October 2024

City of La Mirada  
Public Works Department  
15515 Phoebe Avenue  
La Mirada, California 90638

(562) 902-2385 or (714) 522-6821  
FAX: (714) 522-5800

## CITY OF LA MIRADA

### REQUEST FOR PROPOSAL CURB NUMBERING SERVICES

#### I. PROJECT DESCRIPTION

The City of La Mirada contracts the painting of curb numbering on all residential units every five years in an effort to assist emergency services to locate properties.

#### II. OBJECTIVES

The City of La Mirada is soliciting proposals from qualified firms to provide curb numbering services for approximately 11,330 residential units. Additionally, there are approximately 30 additional dwelling units (ADU) that may require painting of curb numbering.

The City shall have the right to terminate any agreement awarded for any or no reason; provided, however, that the successful bidder shall be paid for all work performed to the date of termination.

#### III. SCOPE OF SERVICES

Please see attached Exhibit "A."

#### IV. PROPOSAL

- A. Proposal Forms. All proposals must be made upon the blank forms included herewith or as provided by the Public Works Department. All proposals must be fully completed, set forth the prices proposed, include the bidder's complete street address for receipt of mail, and be signed by the bidder. If an individual makes the proposal, his/her name and street address must be shown. If made by a firm or partnership, the name and street address for receipt of mail of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the state of incorporation and the names, titles and business addresses of the President, Secretary, and Treasurer.
- B. Taxes. All bid prices submitted shall include all applicable taxes. No applicable taxes shall be set forth separately or as a line item in any proposal.

- C. By submitting a proposal, proposing firm agrees to the sample contract attached hereto as Exhibit "E."

**V. SELECTION**

- A. Award and Execution of Contract. It is the intent of the City to award a contract to the selected firm in the form attached (Exhibit "E"). The City reserves the right to further negotiate the terms and conditions of the agreement. The City shall preserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award an agreement because of unforeseen circumstances, or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder.

The agreement shall be signed by the successful bidder and returned to the City together with the required bonds and evidence of insurance within ten (10) business days after receipt.

No proposal shall be considered as being binding upon the City until the contract is fully executed. Failure of the successful bidder to properly execute the contract and file evidence of having the required bond and insurance shall be just and sufficient cause for the annulment of the award by the City.

- B. Rejections of Proposals Containing Alterations, Erasures or Irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
- C. License Requirements. The successful bidder must be legally authorized to provide all services specified in this Request for Proposals. The successful bidder shall obtain a City of La Mirada Business License.

**VI. PROPOSAL SUBMISSION**

Two (2) sealed copies of each bidder's Proposal must be received by the City Clerk or her designee no later than 2:00 p.m. on **Thursday, November 14, 2024** at the City of La Mirada. Each bid envelope shall be addressed as follows:

**Bid Proposal for Curb Numbering Services  
City Clerk  
City of La Mirada  
13700 La Mirada Boulevard  
La Mirada, California 90638  
Do not open with regular mail**

Bids received after the foregoing date and/or time shall be deemed non-responsive, and shall be returned to the bidder unopened.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## **EXHIBIT "A"** **SCOPE OF SERVICES**

1. CONTRACTOR shall provide the following curb numbering services in the areas as designated in Exhibit "F" and to the satisfaction of the City Manager or his designee ("City Manager" herein):

- A. The paint to be used for the field shall be white, luminous, and have directional reflectivity not less than 80% relative to magnesium oxide.

The paint shall show inherent capability for retention of glass spheres, and shall be suitable for application to Portland Cement Concrete without bleeding or other discoloration. The paint shall dry with a tough, flexible, adherent film that will not crack, chip, peel, discolor or excessively fade with exposure.

The Contractor shall use rapid or fast dry paint that conforms to the Standard Specifications for Public Works Construction. Colors shall be white for the background and black for the numbers.

All existing house numbers (including existing background) shall be completely covered by the new paint application.

- B. All painting shall be performed in a workmanlike manner by competent and experienced equipment operators and painters using the proper equipment, tools, stencils, templates and shields.

A white field with black letters shall be painted on the curb in front of each residence as shown in Exhibit "G." The field and numeral borders shall be sharply defined with no running or blurring of edges. The field shall be white, 5½" to 6" in height, and 16" to 18" in width.

The white field shall be reflectionized by clear glass spherical beads, applied with force against the field paint while it is still tacky; and, the beads must be firmly bonded to the paint upon drying. The beads must be applied with force against the white field while it is still tacky. This means Bauers 42A9 beads must be applied at the same time as the paint or within ten (10) seconds, depending on weather conditions. Beads must be firmly bonded to the paint upon drying.

The numbers shall be black and 4" in height. All numbers will be centered in the field. The numbers must be saturated 70% to 90% with glass spherical, reflectionized number 3 beads.

All materials, equipment and workmanship shall be subject to the approval of the City Manager or his designated representative. House numbers found to be unacceptable for any reason shall be removed and replaced at no cost to the City.

## **EXHIBIT "A"** **SCOPE OF SERVICES**

All corrections shall be accomplished within ten (10) days following notification of the discrepancy.

- C. All surfaces to be painted shall be thoroughly cleaned, dried, and free of all deleterious materials prior to painting. All existing numbers not in use or previously painted in error shall be removed by painting, and the cost included in the total price.

The following criteria shall be followed to determine the location of numbers:

All residential units shall have house numbers painted on the face of the concrete curb adjacent to driveways serving the lot, on the side of the driveway closest to the center of the lot frontage and equal lines.

Where there is insufficient area on the face of the curb, the numbers shall be painted on the top of the curb, but not in the walkway area. Multiple dwelling units shall receive two (2) separate numbers. These numbers shall represent the lowest and highest numbers assigned to any one parcel.

All fields will be placed within 18" of the driveway curtain radius, except corner houses where they will be placed on the quarter section nearest the intersection. All addresses must be guaranteed to have a life expectancy of five (5) years. Glass bead reflective ability must be two (2) years.

The Contractor shall verify the address prior to application and shall correct any error at his expense.

- D. Contractor shall provide the best quality workmanship, performed by skilled painters. Paint shall be evenly spread or flow-on the proper film thickness. Finish painted surfaces shall be free from sags, skips or defects.

All work will be subject to approval by the City Manager or his authorized representative. All work that does not comply with the intent of the specifications shall be corrected.

Contractor shall protect all adjacent areas and surfaces from damage from misplaced paint and preparation work.

No paint shall be applied in rain, fog, mist, excessively windy weather, or when the temperature is below 50 degrees. The work shall be performed under conditions best suited to the production of acceptable work. All paint shall be applied per the manufacturer's recommendations and specifications.

## **EXHIBIT "A" SCOPE OF SERVICES**

The contractor shall take all necessary steps to protect the public and all property and vehicles from damage during his operations.

Upon completion of the project, all foreign material shall be removed by the Contractor and the site shall be restored to its original state unless otherwise called for in the specifications.

Non-complying materials: The contractor shall remove all rejected and non-complying materials from the job site promptly.

Training and Safety Requirements: The Contractor is responsible for the safety of his operation and for any damage that may result from the Contractor's work. Proper safeguards for the protection of workers and the public shall be maintained at all times, as required by conditions and progress of the project.

The Contractor is obligated to make examinations of his own work during the project and supervise performance of the work in such a manner as to enable him to confirm that all work has been executed in accordance with the regulations and standards of performance designated herein.

- E. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Said noise level requirements shall apply to all equipment on the job or related to the job.

The Contractor shall maintain the construction site in a neat and orderly manner. The contractor shall not be allowed to store equipment or materials in any public street or parkway, unless specifically approved by the City. The Contractor's vehicle parking shall be in areas designated by the City.

All landscaping, fences, walls or other obstructions which are removed, damaged or destroyed during the course of construction of the work shall be replaced or repaired to original condition and to the satisfaction of the City by and at the expense of the Contractor. All facilities removed shall be reconstructed as promptly as is reasonably possible in their original or other authorized locations and in a condition at least as good as when removed, and subject to inspection by the City.



**EXHIBIT "B"**

**BID FORM**

**BID FORM  
CURB NUMBERING SERVICES**

**CITY OF LA MIRADA  
PUBLIC WORKS DEPARTMENT  
15515 PHOEBE AVENUE  
LA MIRADA, CALIFORNIA 90638**

Curb numbering services per City specifications:

ESTIMATED QUANTITY	11,360* *Includes 30 ADU addresses
PRICE PER UNIT (Each House Number)	\$ _____
TOTAL COST	\$ _____

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

Emergency telephone at which Contractor can be reached at any time: \_\_\_\_\_

Bid Proposals must be received by the City Clerk or her designee **no later than 2:00 p.m. on Thursday, November 14, 2024** at the City of La Mirada. Each bid envelope shall be addressed as follows:

**Bid Proposal for Curb Numbering Services  
City Clerk  
City of La Mirada  
13700 La Mirada Boulevard  
La Mirada, California 90638  
Do not open with regular mail**

**EXHIBIT "C"**

**CITY OF LA MIRADA INSURANCE REQUIREMENTS**

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

**General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

#### **Other provisions or requirements**

**Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Products/completed operations coverage.** Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend

on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

**CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, an Additional Insured Endorsement naming the CITY, its officers, agents, employees and volunteers.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**EXHIBIT "D"**

**CITY OF LA MIRADA**

**CALIFORNIA LABOR CODE COMPLIANCE**



Exhibit "D"  
**CALIFORNIA LABOR CODE COMPLIANCE**

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency"), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.
3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 and 1815 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

*"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT "E"**

**CITY OF LA MIRADA**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Exhibit "E"

CITY OF LA MIRADA  
PROFESSIONAL SERVICES AGREEMENT  
Curb Numbering Services

This Professional Services Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_\_\_, and is between \_\_\_\_\_, [Legal Form of Entity, e.g., a California corporation, a limited partnership, a limited liability company] ("CONTRACTOR") and the City of La Mirada, a California municipal corporation ("CITY"). The CONTRACTOR and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONTRACTOR as an independent contractor to perform curb numbering services (collectively, the "Project").

B. The CONTRACTOR represents that it is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

AGREEMENT

**NOW, THEREFORE**, the Parties agree as follows:

**1.0 EMPLOYMENT OF CONTRACTOR.** The CITY shall engage the CONTRACTOR and the CONTRACTOR shall perform the services required under this Agreement.

**2.0 SCOPE OF SERVICES.** The CONTRACTOR shall perform during the term of this Agreement, those services set forth in the *REQUEST FOR PROPOSAL (RFP)* attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONTRACTOR shall commence performance of the Services upon receipt of a written notice from the Designated Representative authorizing the CONTRACTOR to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

**3.0 TIME OF PERFORMANCE.** The CONTRACTOR shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Representative and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.

**4.0 TERM.** The term of this Agreement shall remain in full force and effect until satisfactory completion of the Services, unless sooner terminated as provided in Section 10 of this Agreement.

**5.0 COMPENSATION.** As full and complete compensation for CONTRACTOR's services provided under this Agreement, CITY shall pay CONTRACTOR the total "NOT-TO-EXCEED" amount of \$\_\_\_\_\_ as set forth in the CONTRACTOR's *PROPOSAL*, attached hereto as Exhibit "B."

No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit "B," or, if not specified, at a rate agreed to in writing by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement. If the City requests any work that is beyond the scope of work listed in the Proposal, the CITY and CONTRACTOR shall negotiate the scope of work and fees for this extra work.

**6.0 PAYMENT.** Each month, the CONTRACTOR shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements and, if applicable, reimbursable expenses incurred. The CONTRACTOR shall remit the invoices to the address for the CITY specified in Section 15.8 of this Agreement. The CITY shall review all invoices and notify the CONTRACTOR in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within forty-five (45) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions from payments made to the CONTRACTOR.

**7.0 STANDARD OF SKILL.** The CONTRACTOR warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONTRACTOR and the CONTRACTOR's staff, if any, to do and perform the Services in a skillful, competent and professional manner, and the CONTRACTOR and CONTRACTOR's staff shall perform the Services in such manner. The CONTRACTOR shall at all times meet or exceed any and all applicable professional standards of care. The acceptance of the CONTRACTOR's work by the CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

**8.0 INDEPENDENT CONTRACTOR.** The CONTRACTOR is retained by the CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. The CONTRACTOR shall be free to dispose of all portions of the CONTRACTOR's time and activities that the CONTRACTOR is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. The CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONTRACTOR shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONTRACTOR shall fully comply with applicable workers' compensation laws regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR shall indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws.

The CITY may offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

**9.0 INDEMNIFICATION.** The CONTRACTOR and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs and/or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONTRACTOR acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONTRACTOR to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

**9.1 Indemnity for Professional Services.** To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, 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" in this Section 9.0) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened which arise out of, pertain to or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR and/or its officers, agents, servants, employees, subcontractors, 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 professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims 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 the Indemnitees in connection therewith.

**9.2 Other Indemnities.** Other than in the performance of professional services and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages") in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers or 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 Damages 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 damages 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 the Indemnitees in connection therewith.

**9.3** The obligations of the CONTRACTOR under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONTRACTOR expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONTRACTOR's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONTRACTOR pursuant to this Agreement.

**9.4** The CONTRACTOR's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

**10.0 TERMINATION OF AGREEMENT.** The CITY may terminate this Agreement at any time and for any or no reason during the term of the Agreement by giving the CONTRACTOR not less than thirty (30) calendar days' prior written notice. The CONTRACTOR may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONTRACTOR shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

**11.0 SAFETY REQUIREMENTS.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards established by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONTRACTOR shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONTRACTOR shall immediately report to the CITY any hazardous condition noted by the CONTRACTOR.

**12.0 MANDATORY INSURANCE.** The CONTRACTOR shall maintain the required insurance coverage throughout the term of this Agreement and, upon the CITY's request, the CONTRACTOR shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company or certificates of insurance. Insurance coverage shall be provided in such form and coverage amounts as set forth in Exhibit "C" attached hereto.

**12.1 Subcontractors.** The CONTRACTOR shall include all subcontractors and/or any other party involved in the performance of the Services as insureds under its policies, or shall require subcontractors or any other party involved in the Project by the CONTRACTOR to carry the same insurance as required in this Section 12.0. The CONTRACTOR shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONTRACTOR shall require that no contract used by any subcontractor, or contract the CONTRACTOR enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement.

The CONTRACTOR shall, upon request, submit to the CITY for review all agreements with subcontractors or others with whom the CONTRACTOR contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.1. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

### **13.0 WORK PRODUCT.**

**13.1 Deliverables.** The CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONTRACTOR shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONTRACTOR by the CITY.

#### **13.2 Ownership.**

(a) Unless otherwise agreed upon in writing, all draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Any use of the Work Product by CITY for any other purpose than this Project shall be at CITY's sole risk.

(b) CONTRACTOR hereby assigns to CITY all rights of ownership to the Work Product including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a) above.

(c) CONTRACTOR warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment CITY shall have full legal title to the Work Product and full legal authority and the right to use and reproduce the Work Product for any purpose. CONTRACTOR shall defend, indemnify and hold CITY and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. CONTRACTOR shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONTRACTOR, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other

deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

**13.3 Confidentiality.** Except as otherwise required by law, the CONTRACTOR shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the Designated Representative's prior written approval. The CONTRACTOR's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

**13.4 Records.** The CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the CITY or the Designated Representative. The CONTRACTOR shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONTRACTOR shall provide access to such books and records to the Designated Representative, or his or her designees, and shall give the Designated Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

**14.0 ASSIGNMENT AND SUBCONTRACTING.** This Agreement is personal to the CONTRACTOR, and the CITY has entered this Agreement in reliance on CONTRACTOR's skill, competence and experience. The CONTRACTOR shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Representative. The CITY's consent to an assignment of rights under this Agreement shall not release the CONTRACTOR from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONTRACTOR in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONTRACTOR's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the CITY's prior written approval, by and through the Designated Representative. As used in this Section 14.0, "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. The CONTRACTOR shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

#### **15.0 MISCELLANEOUS TERMS.**

**15.1 Nuisance.** The CONTRACTOR shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Services under this Agreement.



**15.2 Permits and Licenses.** The CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

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

**15.4 Waiver.** No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**15.5 Time Is of the Essence.** The CONTRACTOR shall commence, carry on and complete the Services with all practicable dispatch, in a sound, economical and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards. Time is of the essence in CONTRACTOR's performance of the Services.

**15.6 Captions for Convenience Only.** The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

**15.7 Word Usage.** Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**15.8 Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified below and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONTRACTOR's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

CITY's Designated Representative: Mark Stowell, P.E., Public Works Director/City Engineer  
City of La Mirada  
15515 Phoebe Avenue  
La Mirada, California 90638

CONTRACTOR's Representative: [NAME]  
[TITLE]  
[FIRM NAME]  
[ADDRESS]  
[ADDRESS]

**15.9 No Third Party Beneficiaries.** 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.

**15.10 When Rights and Remedies Not Waived.** In no event shall the making by the CITY of any payment to the CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist on the part of the CONTRACTOR, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

**15.11 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

**15.12 Compliance with Laws.** In the performance of the work required by this Agreement, the CONTRACTOR shall abide by and conform with and to any and all applicable laws, statutes and regulations of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies.

CONTRACTOR shall defend, indemnify and hold the City and its elected officials, officers, employees and agents free and harmless with respect to any and all claims and liabilities arising out of any failure to comply with any of the requirements of this Section 15.12.

**15.13 Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**15.14 Governing Law.** The terms of 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, without regard for its conflicts of laws principles, 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 the Superior Court of the County of Los Angeles, or federal court with geographic jurisdiction over the City of La Mirada.

**15.15 Integrated Agreement.** This Agreement consists of this document and all exhibits referred to herein, all of which are hereby incorporated by reference, and all of the same constitute the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONTRACTOR with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be binding or have any force or effect. 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.

**15.16 Authority to Bind Parties.** Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

**15.17 Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposal, if any, shall prevail.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement as of the date first set forth above.

CITY OF LA MIRADA  
a California municipal corporation

CONTRACTOR COMPANY NAME\*  
a [Legal Form of Entity]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

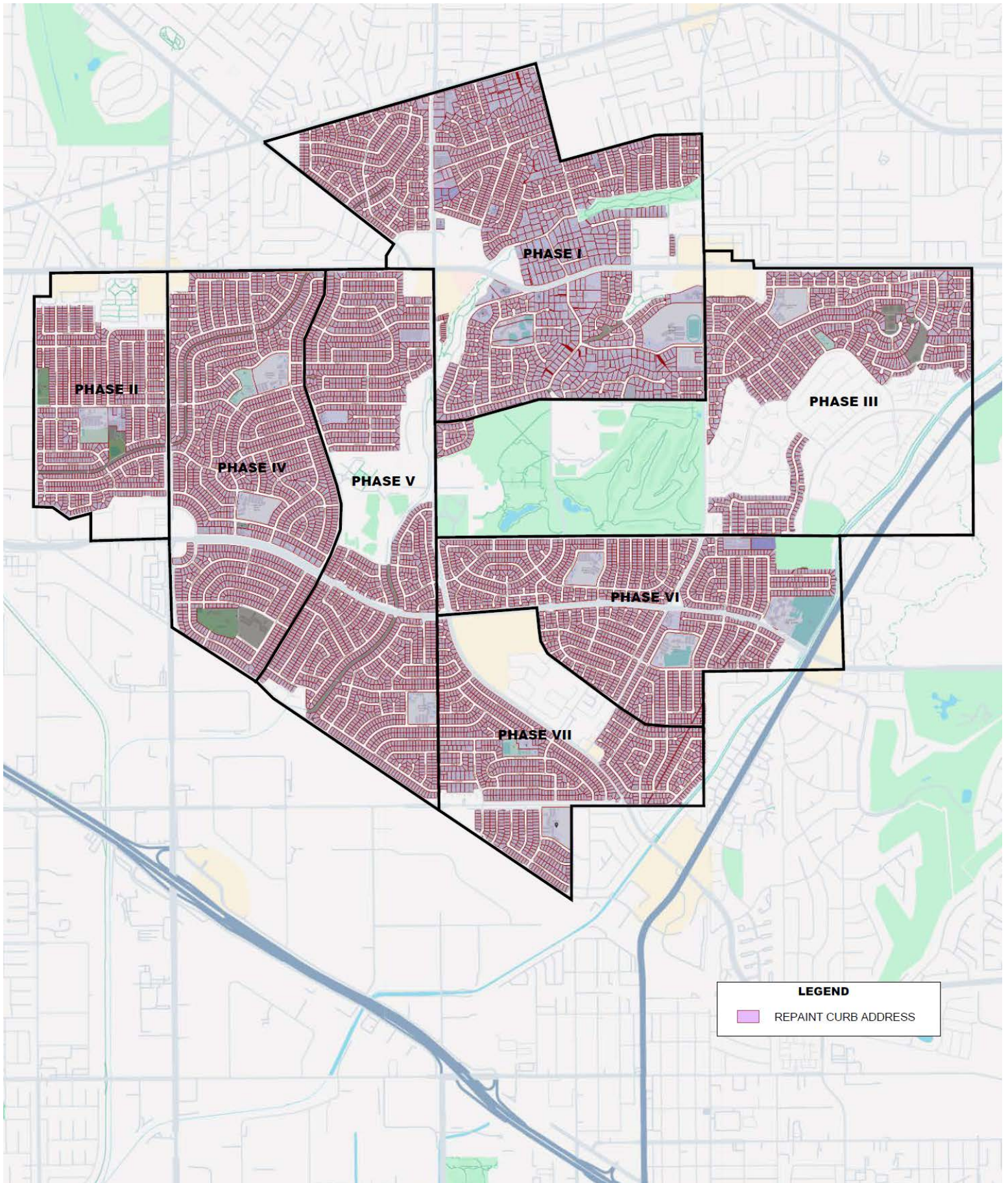
Title: \_\_\_\_\_

**\* Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

**EXHIBIT "F"**

**CURB NUMBERING MAP**


# CURB NUMBERING MAP



**EXHIBIT "G"**

**CURB NUMBERING SAMPLE**

EXHIBIT G



**14021**