

CITY OF LA PALMA
Public Works Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Gerard Goedhart, Mayor
Marshall Goodman, Mayor Pro Tem
Kathy Flachmeier, Councilmember
Peter Kim, Councilmember
Michele Steggell, Councilmember

CITY MANAGER
Laurie Murray

COMMUNITY SERVICES DIRECTOR
Michael Belknap



**REQUEST FOR
STATEMENT OF QUALIFICATIONS
AND PROPOSALS**

FOR

WATER TESTING AND LABORATORY SERVICES (CITYWIDE)

AUGUST 2018

**REQUEST FOR
STATEMENT OF QUALIFICATIONS
AND PROPOSALS**

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WATER TESTING AND LABORATORY SERVICES (CITYWIDE)

SUMMARY:

The City of La Palma is soliciting Requests for Proposals (RFP) to vendors to provide Water Testing and Laboratory Services per the bid items and these specifications. The water tests include samples taken from the City's drinking water system, wells and support structures. The scope of work for various chemical, radiological, physical and microbiological analyses. The Contract shall provide everything necessary at contractor's expense including but not limited to all labor, prep work, materials, supplies, parts, tools equipment and the like to perform and complete the work.

All work must be done per these specifications, according to applicable and acceptable industry standards, of the highest quality workmanship commensurate with the required work, completed by the time required.

KEY DATES:

Proposals Due: Thursday, September 6, 2018, at 5:00 PM

Parties interested in submitting a Proposal are responsible for monitoring the City's website for addendum prior to the submittal of the Proposal.

Location: City of La Palma
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310

Award of Contract: October, 2018

The Fiscal Year 2018/19 budget is \$22,000

**CITY OF LA PALMA
COMMUNITY SERVICES DEPARTMENT**

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BACKGROUND:

The City of La Palma contains approximately 150,000 lineal feet of water main lines, 2 well sites, 2 reservoirs and 2 booster pump stations, including water treatment facilities. The State Water Resources Control Board – Division of Drinking Water (SWRCB-DDW) requires that water purveyors test the water in their production wells and distribution system for the presence or absence of coliform bacteria, chlorine, trace metals, organic and inorganic chemicals, disinfection by-products, and color and turbidity. These samples are taken and analyzed by laboratory personnel, and the results are submitted to the SWRCB-DDW.

Questions regarding the project and this RFP can be directed to:

Contact: Douglas Benash, PE, QSD, City Engineer
Community Service Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell

SCOPE OF SERVICES:

OVERVIEW:

The City of La Palma is soliciting Requests for Proposals (RFP) to vendors to provide Water Testing and Laboratory Services per the bid items and these specifications. The water tests include samples taken from the City's drinking water system, reservoirs and support structures. The scope of work for various chemical, radiological, physical and microbiological analyses. The Contract shall provide everything necessary at contractor's expense including but not limited to all labor, prep work, materials, supplies, parts, tools equipment and the like to perform and complete the work.

All work must be done per these specifications, according to applicable and acceptable industry standards, of the highest quality workmanship commensurate with the required work, completed by the time required.

The successful bidder will be required to execute the City's Standard Contract Services Agreement as shown in Attachment "A".

The scope of services are as follows:

BIDDER QUALIFICATIONS

1. The Bidders must be a laboratory certified by the California State Water Resources Control Board (SWRCB), Environmental Laboratory Accreditation Program (ELAP) in performing specified chemical, micro-biological, physical, and radiological testing for drinking water.
2. Be competent in performing geosmin/MIB analysis.
3. Be competent in performing perfluorinated chemicals analysis, including PFOS and PFOA.
4. Provide resumes of would-be assigned Project Managers
5. Provide copies of your valid State of California ELAP/NELAP Accreditations
6. Provide copies of most recent ELAP Audit Report
7. Provide copies of last two (2) Proficiency Evaluation Testing Reports
8. Note that the work may not be subcontracted unless the City has provided written approval prior to sub-contracting. In such cases, the subcontractor shall meet all applicable requirements in these specifications. Enter the name of any testing subcontractor as part of the bid submittal package.

REFERENCES

1. The Bidder shall provide the City with at least three (3) references for whom the bidder has provided similar services within the last three (3) years with your bid.
2. Note, that any un-satisfactory references or unsatisfactory work performance with the City of La Palma may eliminate the bidder from further consideration.

LEGAL AND BEST PRACTICE REQUIREMENTS

1. The Bidder shall be self-informed, abide by, and comply with all current and applicable, local, county, state, federal or other legal requirements and best practices at all times.
2. The Bidder does not cause, allow to be caused, or permit the continuance of any violation of any legal requirements or best management practices.
3. The Bidder shall be responsible and bear all associated costs should any work be performed in contrary to any laws, ordinances, codes, rules, or regulations.

SPECIFICATION CONFLICT

1. All applicable laws, ordinances, codes and local building codes govern over any City of La Palma written specifications and referred to specifications.
2. Any issued addendums shall govern over its predecessor.
3. Any conflicts between the requirements of the specifications, related specifications, addendums, purchase orders, master agreements, or drawings, shall be referred to City for clarification prior to proceeding with any work of the effected equipment or components thereof.
4. City will determine precedence in the event of any conflict or ambiguity.

TESTING

1. Perform all coliform testing (drinking water) according to the requirements of the Total Coliform Rule mandated by the SWRCB-DDW

RESPONSE TIMES

1. All water quality tests shall be collected, analyzed and reported per State regulations/guidelines and industry standards
2. For example a 24 hour turnaround time for coliform bacteria analysis;
3. And a 48 hour turnaround time for heterotrophic plate count bacteria analysis.

REPORTING

1. Provide complete analysis and submit electronic reports to the City within ten (10) business days (hard copy report/original Certificate of Compliance (COC) if requested) after taking custody of samples.
2. Provide website access to current and historical data reports.
3. Provide ALL QA/QC data in each report.
4. Perform documented electronic data reporting into SWRCB or EPA databases

EQUIPMENT, TRUCKS, UNIFORMS, COOLERS, CONTAINERS AND LABELS

1. The Bidder shall provide all trucks with company logo on two (2) sides of the truck for collecting water samples, magnetic signs are acceptable.
2. The Bidder shall provide uniforms for employees collecting water samples. The uniforms shall be neat and clean, providing legible company identification on the uniform. (a button/collared shirt with logo or a "polo" shirt with logo are acceptable)
3. The Bidder shall provide all coolers, test containers, sample bottles and tubes, and labels for all water samples.

SAMPLE COLLECTION TIME

1. All water samples are to be collected weekly, on Mondays. All water samples are to be collected after 8:00 am on Mondays, for Holidays that fall on Mondays, the contractor shall coordinate a pre-approved sample schedule to accommodate the Monday holidays.
2. The Bidders, employees, and/or laboratory staff are to collect all samples and transport back to the Bidder's lab from La Palma.

SUBMITTALS, POST AWARD OF CONTRACT

1. The successful bidder shall execute the City's Service Agreement, provide insurance documents as defined and any additional information required by the City per this RFP.
2. The successful bidder shall provide a copy of the laboratory's Quality Assurance/Quality Control manual and the bidder's Standard Operation Procedures manual.

VOLUME OF WORK

1. Line Item Quantities, units of measures are shown in the bid sheet and shall be completed by the Bidder and submitted in the Fee Proposal Envelope. The bid sheet is provide in Attachment "B".
2. Quantities on the bid sheet are annual, quarterly or weekly estimates and will be used to evaluate the bid results. Actual quantities may vary significantly.

PRICING

1. Government-Mandated Taxes and Fees must be included in the lump sum costs.
2. Permits, Licenses and Fees required by the successful bidder, are the bidder's sole expense and shall be included as part of the lump sum costs.
3. The Bidder shall obtain all necessary permits, licenses and fees required in connection with the work and in the Bidder's name.
4. Price Changes after the base period of the contract shall be negotiated, but shall not exceed the most recent available month for the applicable Los Angeles-Riverside-Orange County CA Consumer Price Index (CPI).

Traffic Control - All traffic control shall be in accordance with the latest WATCH Manual of Traffic Control.

The Contractor will provide complete detail lists for each scope of services of all possible tasks, charges, Sub-contractor/consultants' charges and/or services, and so on that will accommodate all types of anticipated professional services associated with this project.

PROJECT SCHEDULE:

The tentative schedule for this RFP process is as follows:

- A. Release of RFP – August 22, 2018
- B. Deadline for Written Questions – August 30, 2018
- C. Proposal Due Date – September 6, 2018
- D. Notification to Proposers – September 13, 2018
- E. Oral Interviews with Firms on Short List the week of September 17, 2018
- F. Notification to Firms Recommended for Contract – September 27, 2018
- G. City Council Consideration of Contract – October 2, 2018

INSTRUCTIONS TO PROPOSERS:

- A. Examination of Documents: By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the items required under this RFP and that it is capable of quality performance to achieve the City's objectives.

B. Addenda: Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

C. Clarifications: Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing (e-mail is acceptable) in accordance with D. below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter which will be posted on the City's website (www.cityoflapalma.org) **Proposer is responsible for monitoring the City's website for the posting of addendum prior to the RFP submittal.**

D. Communications: Proposers are requested to e-mail the City's project manager if, upon receipt of the RFP, they anticipate submitting a proposal. The e-mail should be addressed to micheller@cityoflapalma.org and include the contact name, e-mail address and fax number.

PROPOSAL CONTENT REQUIREMENTS:

- A. A description of your understanding of the services requested and the objectives to be accomplished.
- B. Describe the qualifications of your firm including the past five (5) years experience performing projects that are similar in size and scope to that identified in this RFP.
- C. Identify specific personnel who will be assigned to this project along with their title within the firm, their availability for this project, individual qualifications, task's to be assigned for this project and hourly rate classifications (must match titles on hourly rate schedule).
- D. Provide a list of client references with names, titles and contact information.
- E. State what, if any, items, actions or information the consultant expects to be provided by the City.
- F. A description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work sections.
- G. Provide a separate, sealed envelope titled "FEE SCHEDULE" that includes, the rates and charges for the items listed in the Scope of Services; and the hourly rate schedule, subcontractor mark-up percentages, if any, and hourly rates, and any other fees/costs that would be part of the billings for services.

SUBMISSION OF PROPOSALS:

All proposals are to be submitted to the City of La Palma, Attention Michelle Rusu Administrative Secretary. Proposals are due on September 6, 2018 before 5:00 p.m. **Proposals received after 5:00 p.m. Thursday, September 6, 2018 will be rejected by the City as non-responsive. Proposers are responsible for monitoring the City's website for addendum prior to the submittal of the Proposal.**

- 1.
2. Proposals shall be addressed as follows:

City of La Palma
ENGINEERING PROPOSALS
Attn: Michelle Rusu, Administrative Secretary
7821 Walker Street
La Palma, CA 90623

Proposals may be delivered in person as well. Mailed proposals must be received by the City prior to the closing deadline. Postmarks will not be accepted and the City will not assume responsibility for delays in mailing.

3. Proposer shall submit a transmittal letter, signed by an authorized representative of the laboratory firm, with three (3) copies of its proposal.
4. The proposal shall include a separate Fee Schedule with each item described in the scope of services cost breakdown, enclosed in a sealed envelope and shall be included with the proposal package and labeled: "FEE SCHEDULE".

ACCEPTANCE OF PROPOSALS:

1. The City reserves the right to accept or reject any and all offers, or any item or part thereof, or to waive any informalities or irregularities in offers.
2. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any proposer responding to this RFP.
3. The City reserves the right to postpone the proposal opening for its own convenience.

PRE-CONTRACTUAL EXPENSES:

The City shall not, in any event, be liable for any pre-contractual expense incurred by proposer in the preparation and submittal of its proposal and proposer shall not include any such expenses as part of its response.

CONTRACT AWARD:

Issuance of this RFP and receipt of responses does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate with other than the selected Proposer(s) should negotiations with the selected Proposer be terminated. The City reserves the right to apportion the award among two or more Proposers

TERM:

The term of the Contract Services Agreement shall be for (3) three-years with possible two (2), one (1) year extensions.

Attachment "A"

AGREEMENT FOR LABORATORY ANALYSIS SERVICES FOR TESTING OF DRINKING WATER SAMPLES

THIS AGREEMENT, made and entered into this ____ day of _____ 2018, by and between the CITY OF LA PALMA, CALIFORNIA, a municipal corporation of the State of California, hereinafter referred to as the "City", and _____ hereinafter called and referred to as the "Contractor".

WITNESSETH:

The parties hereto do agree as follows:

1. RECITALS: This AGREEMENT is made and entered into with respect to the following facts:
 - a) That City desires to obtain the following services available through Contractor:
Laboratory Analysis Services for Testing of Drinking Water Samples

 - b) That the principal(s) of Contractor represent to the City that Contractor is well qualified to perform such services by reason of Contractor's training and experience.
 - c) That the public interest, convenience and necessity require that City obtain such services upon the terms and conditions hereinafter set forth.
2. SERVICES:
 - a) During the term of this Agreement, Contractor shall provide the services set forth in EXHIBIT "A", attached hereto and incorporated herein by this reference, at the location(s) set forth in EXHIBIT "A" and at other locations within the City where such services may from time to time be required.
 - b) When the City desires to add service locations pursuant to this Agreement, the City shall notify Contractor thereof at least thirty (30) days in advance of the time such service shall commence. In the event any service locations are added which are not shown in EXHIBIT "A", the Contractor and the City shall agree to mutually satisfactory compensation for the services to be performed at such additional service locations, unless compensation for services at such additional service locations is otherwise provided for in this Agreement or the attached EXHIBIT(S).
 - c) The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement.
 - d) It is understood and agreed that all said services, labor, equipment and materials shall be furnished and all work performed and completed by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative's office, inspectors, or their representatives.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

a) The "City Representative" shall be Michael S. Belknap, Community Services Director of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

b) The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations.

c) The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall be in full force and effect through _____, 2021, and shall expire on that date, with the option of two (2) additional one (1) year extensions. If the first extension option is exercised, the term may be extended from _____, 2021 through _____. 2022. If the second extension is exercised, the term may be extended from _____, 2022 through _____, 2023, not to exceed a total contract period of five (5) years. The City reserves the right to terminate the Contract without cause with forty-five (45) days written notice.

5. COMPENSATION:

a) Compensation will be determined according to the schedule and/or amounts set forth in EXHIBIT "A", in an amount not to exceed \$ _____.

b) The Contractor shall, on a monthly basis, provide the City Representative with an invoice of services performed.

c) Upon receipt of each monthly invoice of services performed and certification of such record by the City Representative, the City will, within thirty (30) days after receipt of such record, pay to the Contractor all certified sums in accordance with EXHIBIT "A".

d) During the term of this Agreement, whenever the Director of Industrial Relations of the State of California issues a general prevailing wage determination that increases the rate to be paid for a specific trade or craft being performed by one or more of Contractor's employees performing work under this Agreement, then, upon each such general prevailing wage determination, the compensation to be paid by the City to the Contractor shall be increased by an amount equal to 100% of the actual additional wage or benefit cost that the Contractor must pay to or on behalf of each of its employees performing the trade or craft under this Agreement and covered by that prevailing wage determination during the annual adjustment of rates. DIR Wage determination rate increases shall only be adjusted during annual adjustment requests submitted by the contractor.

e) Contractor shall be eligible for an adjustment to its rates on an annual basis beginning _____, 2021, and annually thereafter, if applicable, by a percentage equal to the percentage change in the Anaheim – Los Angeles – Riverside Consumer Price Index (CPI) at the end of the

initial three (3) year Agreement for each additional Agreement extension. Contractor shall submit a rate adjustment request notifying the City of the applicable CPI or DIR, whichever is higher but not both, prior to the Agreement Extension.

6. LICENSE: The Contractor shall take out and maintain during the life of this Agreement a City Business License.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this section, nor shall it allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or Subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such Subcontractor shall require the Subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 8 of this Agreement.

a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

i) General Liability (including premises and operations, contractual liability, personal injury, and independent contractor liability): Three Million Dollars (3,000,000.00) per occurrence.

ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance (if Contractor is required by law to obtain) in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this Agreement.

iv) Professional Liability (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claim made.

b) Contractor's Insurance General Requirements:

i) Shall be issued by an insurance company which is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

ii) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel.

All insurance provided hereunder shall include the appropriate endorsements.

iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

iv) Shall be "occurrence" rather than "claims made" insurance, excluding Professional Liability.

v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel, excluding Professional Liability.

vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work commences.

e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to City in writing prior to City's execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

8. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the "the City, and its officers, officials, employees, agents, representatives and volunteers ('City and City Personnel')" harmless from and against any and all actions, suits, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (hereinafter "claims or liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of the Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of the City and/or City Personnel. In connection therewith:

a) The Contractor shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b) The Contractor shall promptly pay any judgment rendered against the City and/or City Personnel for any such claims or liabilities.

c) In the event the City and/or City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities arising out of or in connection with the negligent performance or a failure to perform the work or activities of the Contractor, the Contractor shall pay to the City any and all costs and expenses incurred by the City and/or City Personnel in such action or proceeding, including but not limited to reasonable attorneys' fees and expert witness fees.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or Subcontractors.

10. LABOR CODE OF CALIFORNIA: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours) thereof. If this work requires the payment of prevailing wages in accordance with Labor Code section 1720 *et seq.*, the Contractor shall comply with all seven (7) of the following:

a) In accordance with Section 1773 of the Labor Code, the City Council of the City of La Palma has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled

PREVAILING WAGE SCALE, copies of which are maintained at City Hall, and are available to any interested party on request. Contractor shall post a copy of said document at each job site.

b) In accordance with Section 1773.1 of the Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.

c) Labor Code section 1776 is hereby incorporated as truly as if fully set forth herein. The Contractor and each subcontractor shall keep accurate payroll records containing or verified by a written declaration made under the penalty of perjury in compliance with Labor Code section 1776. In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently if specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the City Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount or type of subcontract, if required by the Special Provisions.

d) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

e) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by a Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or more than forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

f) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Agreement.

g) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under this Agreement by the Contractor or by any Subcontractor under the Contractor. The contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for performance of Work on the project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

h) Pursuant to Labor Code Section 1771.4, the performance of the Work is subject to compliance monitoring by and enforcement by the California Department of Industrial Relations, and the Contractor shall post site notices, as prescribed by regulation.

11. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

12. PERFORMANCE: If the Contractor should neglect to prosecute the work properly, or fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor.

13. NOT AN AGENT OF CITY: It is expressly understood and agreed that the Contractor herein named in the furnishing of all services, labor, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as an agent, servant or employee of the City.

14. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:	CITY OF LA PALMA 7822 Walker Street La Palma, CA 90623
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If to the Contractor:	CONTRACTOR Address City, State, Zip Code
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15. WARRANTIES: Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplies hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, but not limited to, fire, flood, earthquake, lightening, strike, or other labor difficulty.

16. ATTORNEYS' FEES: In any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

17. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement.

18. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the parties hereto.

19. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "B", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY

Gerard Goedhart
Mayor

ATTEST:

Kimberly Kenney
Deputy City Clerk

CONTRACTOR

By: _____

Title

By: _____

Title

Attachment “B”

ANALYTICAL SERVICES FEE SCHEDULE

Annual Frequency	Parameters	Method	#Test Sites	Unit price	Cost per Sample
52	General Physical	Varies	9		
52	10 Tube MPN (Total/Fecal Coliform)	SM 9221	9		
52	Bacteriological Presence/Absence	SM 9223	9		
52	Heterotrophic Plate Count	SM 92158	9		
1	Ammonia	EPA 350.1	2		
52	Chlorine Residual, Total	SM 4500CIG	9		
12	Fluoride	EPA300.0	2		
12	General Mineral Panel	Varies	2		
52	Phosphorus - Ortho	HACH 8048	2		
52	Phosphorus- Total	HACH 8190	2		
1	Arsenic Total	SM 31138	2		
12	Iron Total	EPA 200.7	2		
12	Iron, Dissolved	EPA200.7	2		
12	Manganese Dissolved	EPA200.7	2		
12	Manganese Total	EPA 200.7	2		
As needed	Silica	EPA 200.7	2		
As needed	Vanadium	EPA 200.9	2		
4	Trihalomethanes	EPA 524.2	8		
4	Haloacetic Acid	EPA 552.2	8		
4	Haloacetic Acid	EPA 552.2	8		
As needed	Arsenic +3/+5 Speciation	EPA 200.8 ICP/MS	2		
As needed	Lead / Copper		Varies		
As needed	Speciation	Varies	2		
4	Chlorite	EPA 300.1	8		
As needed	Chloride		8		
As needed	TDS		8		
As needed	Sulfate		8		
As needed	Sulfide		8		