



CITY OF LA HABRA HEIGHTS

REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES FOR MUNICIPAL FACILITIES

I. INTRODUCTION

The City of La Habra Heights ("City") is seeking proposals from qualified vendors ("Contractor" or "Respondent") for professional janitorial services, including necessary routine interior and exterior cleaning and maintenance services for City Hall facilities (excluding the Fire Department) and the Park Building at The Park.

II. GENERAL INFORMATION

La Habra Heights is a residential community located in the eastern region of Los Angeles County. The community is bordered by Hacienda Heights to the north; La Habra to the south; Rowland Heights to the east; and Whittier to the west. City Hall offices are open Monday through Thursday from 7:30 a.m. to 6 p.m.

III. SCOPE OF WORK

- A. Work Schedule.** The contractor shall provide janitorial services Monday and Wednesday evening (after 6 p.m.) at City Hall and once between 6 a.m. and 12 p.m. on Sunday morning at both City Hall and The Park Building. City may require schedule changes at certain times and shall notify Contractor in advance.
- B. Regular Service Required.** Contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following on each day of service at the City Hall facility. Janitorial service at the Park Building is required weekly, quarterly, and semi-annually only (see sections C through E):
 - a. Empty and clean all wastebaskets and other waste containers, including shredders and recycling bins, and, where appropriate, insert new plastic liners in wastebaskets and containers.
 - b. Dispose of regular and recyclable waste in the appropriate pick-up area, and keep recyclable waste separate from regular waste.

- c. Sweep and/or dust mop all floors. Vacuum all carpeted areas. Spot clean or damp mop all spots/stains. Return furniture, chairs, etc. to their appropriate location.
- d. Clean and disinfect all kitchen and bathroom sinks and countertops.
- e. Clean all marks and smudges from the front counters and chairs in the reception area of the administration and community development buildings.
- f. Clean all urinals, toilets and lavatories with a solution containing commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Clear mirrors and bright metals.
- g. Refill all soap, towel, and paper product dispensers.
- h. Turn out all lights, except those required to be left on; lock doors; and set alarm as designated upon completion of janitorial service.

C. Weekly service required. Contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following at least once per week:

a. City Hall Facilities

- i. Wash interior and exterior of entrance door glass and frames of the administration building to remove hand marks and smudges.
- ii. Clean interior and exterior of window on door of Community Development Department and the Multi-Purpose Room.
- iii. Disinfect handles and bars on all doors, interior and exterior.
- iv. Clean the microwave oven in the kitchen of the administration building.
- v. Clean and disinfect the table in the kitchen of the administration building.
- vi. Dust tables and chairs in the Multi-Purpose Room, including audience chairs.

b. Park Building

- i. Dust mop park building floor, including gym, kitchen area, stage, and restrooms (see subsection iv).
- ii. Empty trash receptacles inside of Park building and place trash in the appropriate pick-up area.
- iii. Clean all urinals, toilets and lavatories with a solution containing commercial grade, approved disinfectant. Wet mop lavatory floor area with a germicidal solution. Clear mirrors and bright metals.
- iv. Refill all soap, towel, and paper product dispensers.

D. Monthly Service Required. Contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following at least once every month:

a. City Hall Facilities

- i. Wet mop Multi-Purpose room floor.

b. Park Building

- i. Wet mop park building floor, including gym, kitchen area, and stage (restrooms to be done weekly (see C.b.iii).
- ii. Clean refrigerator in kitchen.

E. Quarterly Service Required. Contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following at least once every three (3) months:

a. City Hall

- i. Dust/wax each desktop.
- ii. Dust/wax tops of all filing cabinets, partitions, and work counters.

b. Park Building

- i. Clean interior and exterior of windows on gymnasium doors.

F. Semi-Annual Service Required. Contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following at least once every six (6) months:

a. City Hall

- i. Wash the interior and exterior of all windows.
- ii. Remove cobwebs from corners, ceilings, and window frames.
- iii. Steam clean or shampoo all carpeted areas, using industry approved cleaning methods and equipment.

b. Park Building

- i. Wash the interior and exterior of all windows.
- ii. Remove cobwebs from corners, ceilings, and window frames.
- iii. Buff gymnasium floor.

G. Work Not Included. Contractor shall not be required to wash dishes, pots, pans, or kitchen utensils.

H. Supervision of Work. Contractor shall conduct regular, systematic inspection of his/her/their work crew and shall be responsible for providing adequate supervision to ensure competent and satisfactory performance of the services required under Contract. Contractor shall notify the Assistant City Manager in writing of any special comments on janitorial needs.

IV. SUPPLIES AND EQUIPMENT

- A. Contractor must supply all cleaning equipment and supplies to complete the scope of work. This includes, but is not limited to, mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, and commercial grade approved disinfectant.
- B. City will provide Contractor a small exterior storage closet adjacent to the City Hall administration building.

- C. Contractor must supply all toilet paper, towels, other paper products such as seat covers, and soap for the restrooms.

V. INSURANCE REQUIREMENTS

- A. Contractor shall furnish Certificate of Insurance that shall contain not less than the following limits of liability:
 - 1. Commercial General Liability (CGL): \$1,000,000 per occurrence
\$2,000,000 general aggregate
 - 2. Automobile Liability: \$1,000,000 per accident, combined single limit
- B. Contractor shall also present satisfactory evidence of valid Worker's Compensation Insurance.
- C. Contractor shall name City, its officers, employees, agents, and volunteers as additional insured and said insurance shall not be cancelable without thirty (30) calendar days prior written notice to City. Copies of the policies shall be provided to City prior to the commencement of work.

VI. LICENSES REQUIREMENTS

- A. Contractors shall currently possess and maintain as valid throughout the term of a contract with City a municipal business license. If Contractor does not conduct or solicit business within the City, other than with City, the license fee will be waived.

VII. CALENDAR

Issue RFP to Potential Bidders	October 5, 2011 (on or about)
Mandatory Walk Through	October 17, 2011 at 10 a.m.
Deadline for Proposals	October 27, 2011 at 3 p.m.
Contract before Council	November 10, 2011
Award of Contract	November 14, 2011
Start of Contract	December 1, 2011

VIII. MANDATORY WALK THROUGH

Respondents must attend a mandatory walk through on **October 17, 2011 at 10 a.m.** at City Hall (1245 N. Hacienda Road, La Habra Heights, CA 90631), in order to remain eligible to submit a response to the RFP.

VIII. RFQ SUBMITTAL REQUIREMENTS

Respondents shall provide the following:

A. Description of Company

An introductory letter including background on Respondent's company, number of years in business, types of businesses served, and business locations. Clearly indicate the designated contact and authorized representative (principal-in-charge) with mailing address, business telephone, emergency telephone, e-mail, and facsimile numbers.

B. Cost of Services:

A fixed monthly cost for the services identified in the Scope of Work.

C. References

At least three recent references documenting Respondent's experience. Each reference should include the individual's name, title, company, current telephone number, and number of years served by Respondent and in what capacity.

D. List of Clients

A list of all companies where Respondent is currently providing janitorial service.

E. Qualifications of Personnel

Information on the experience and/or qualifications of the personnel to be assigned to project.

X. EVALUATION & SELECTION PROCESS

- A. City will evaluate all proposals, then, if necessary, interview a limited number of the most qualified vendors. The vendor evaluation and selection process will be based on the following:

Cost	30%
References	25%
Experience in similar environments	20%
Qualifications of personnel	10%
Completeness of Proposal	10%

Proximity to City	5%
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- B. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered.
- C. City reserves the right to select or reject any and all Contractors who submit responses, to waive minor defects or technicalities contained in responses, or to solicit new Proposals on the same project or on a modified project which may include portions of the originally proposed project as City may deem in its best interest.
- D. As a Request for Proposal (RFP), this is not an invitation to bid, and, although price is very important, other factors will be taken into consideration.

XI. SUBMITTAL REQUIREMENTS AND CONTACT INFORMATION

Submit one (1) original and two (2) copies of your proposal. Proposals are to be submitted inside a sealed envelope marked on the outside with “**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**”.

ALL PROPOSALS MUST BE RECEIVED, AT THE CITY CLERK’S OFFICE, NO LATER THAN 3:00 P.M. ON WEDNESDAY, OCTOBER 27, 2011. NO LATE OR FAXED PROPOSALS WILL BE ACCEPTED.

XII. INQUIRIES

Contractors are encouraged to promptly notify the City in writing, of any apparent major inconsistencies, problems, or ambiguities in the Scope of Service.

Any requests for clarification or other questions regarding this RFQ from qualified vendors must be submitted in writing or via email to the address shown below by **Tuesday, October 18, 2011**:

City of La Habra Heights
City Clerks Office
1245 N Hacienda Road
La Habra Heights, CA 90631

Attention: Grace Andres
Email: gracea@lhhcity.org.
Fax: 562-694-4410

Telephone: 562-694-6302 ext 222

Responses will be provided via an addendum posted on the City's Website on **Thursday, October 20, 2011**.

XIII. STANDARD CONTRACT

If awarded the contract, Contractor must enter into a professional services agreement with City in a form approved by the City Attorney. The standard agreement template is included herein as ATTACHMENT I. City reserves the right to change or modify this agreement.

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT (City of La Habra Heights / *Company or Individual.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of La Habra Heights a California municipal corporation (“City”) and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: _____.
- 3.3 “Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____, _____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____
[enter name of project administrator] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, upon completion of the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, 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 City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person

or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident, combined single limit.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of La Habra Heights
1245 North Hacienda Road
La Habra Heights, CA 90631
Telephone: (562) 694-6302 x____
Facsimile: (626) 694-4410

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () ____-____
Facsimile: () ____-____

With courtesy copy to:

Sandra J. Levin, Esq.
La Habra Heights City Attorney
Colantuono & Levin, P.C.

300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Voice (213) 542-5700
Fax (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or

paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of La Habra Heights

“Consultant”
Name of Company or Individual

By _____

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to form:

City of La Habra Heights
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By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

(REFER TO “SCOPE OF WORK” IN RFQ)

ATTACHMENT 2