LABOR NEGOTIATIONS

CONTRACT DOCUMENTS

PROPOSALS DUE:   FRIDAY, APRIL 28, 2006
                 5:00PM PACIFIC TIME
                 HUMAN RESOURCES DEPARTMENT
                 1275 MAIN STREET
                 EL CENTRO, CA. 92243
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CITY OF EL CENTRO
NOTICE OF REQUEST FOR PROPOSAL

LABOR NEGOTIATIONS

PROPOSAL DUE DATE: Sealed proposals with contractor's name and address should be clearly indicated on the outside of the envelope. Proposals will be received at the Department of Human Resources, City of El Centro, located at 1275 Main Street, El Centro, CA 92243, until 5:00 PM Pacific Time, on Friday, April 28, 2006. All proposals must be completed in ink or typewritten.

DESCRIPTION OF WORK: The WORK includes but is not limited to outside Labor Negotiation Services to advise the City in labor negotiations and other employment law areas.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "Labor Negotiations." The Contract Documents may be obtained at the Department of the Human Resources of the City of El Centro.

PROJECT ADMINISTRATION: All communications relative to this WORK shall be directed, in writing, to the Contract Officer prior to opening of Bid.

Ruben Duran, City Manager
City of El Centro
1275 Main Street
El Centro, CA  92243
Telephone:  (760) 337-4540

CITY'S RESPONSES: The City's responses to questions that may be asked will be provided by Addendum if time permits. No oral comments shall be of any force or effect with respect to this solicitation.

OWNER'S RIGHTS RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the City. The City of El Centro takes no responsibility for informing recipients of changes to the original solicitation document.

Date:____________________   OWNER: City of El Centro

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Ruben A. Duran, City Manager

- END OF NOTICE OF REQUEST FOR PROPOSALS -
INTRODUCTION

The City of El Centro is seeking to establish a contract for professional labor negotiation services to be used on an as-needed basis. The successful Contractor(s) will be conducting labor negotiations with various unions and bargaining groups with the City of El Centro.

The City of El Centro operates under the Council form of government established by government code. The governing body consists of 5 council members.

Pursuant to the City government code, the Manager is charged with the responsibility of the general supervision and direction of the administrative operations of the City. The City’s budget for fiscal year 2006 is $77,320,865 and reflects a workforce of 235 employees. The City of El Centro provides all traditional municipal services including police, fire, emergency communications, street maintenance and parks and recreation activities. In addition, the City operates a metropolitan water utility and a City library system.

El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles.

Covering 10.75 square miles, it is the largest City in Imperial County. We are located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix AZ. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111.
SCOPE OF WORK

The Contractor(s) will be expected to provide services identified below. The categories and listed represent the minimum services expected to be performed in any given professional, labor negotiation. In their response to this Request for Proposal, Contractors shall identify other related services that they will provide.

Contractor will work with the Human Resources Department and other departments of the City on the following:

1. Advise and represent the City in negotiations / meet and confer sessions with Unions and Bargaining Groups
3. Consulting on issues concerning other matters regulated by Federal or State law
4. Advise and represent the City in arbitrations upon request
5. Consultation with the City Manager, Human Resources Director, Mayor and Council members (if applicable)
6. Review all initial materials submitted by Unions and Bargaining Groups
7. Provide debriefing for the City Manager, Human Resources Director, Mayor and Council members on status (if applicable)
8. Provide written spreadsheet of all findings
9. Advise and represent the City in negotiations including memorandums of understanding with Unions and Bargaining Groups.
10. Be familiar with and be available for consultation on issues relating to the current Memoranda of Understandings with Unions and Bargaining Groups

UNIONS AND BARGAINING GROUPS OF THE CITY OF ELCENTRO

The following represents an example of Unions and Bargaining Groups of the City that may require labor negotiation services:

- Associate City Attorney
- Certified Wastewater Treatment Plant Operators
- Certified Water Treatment Plant Operators
- City Office Employees
- Confidential Employees
- El Centro Firefighters Association
- Executive Management Employees
- Management Employees
- Police Officers Association
- Public Safety Management
- Supervisory Management Employees
- Teamsters

It should be noted that the above categorization and task identifications are not a prescribed labor negotiation process. It is expected that proposals submitted contain a
detailed description of the proposed labor negotiation strategy with the understanding that the process used may vary from bargaining group to bargaining group. The process to be used should include the identification of key points in the process and the submittal of progress reports to the City of El Centro as well as identification of key decision points for the City of El Centro.

The City, at its sole option, will reserve the right to direct the consultant to perform only specific and select portions of the labor negotiations process or to conduct the entire labor negotiations process. This option will be exercised on an as needed basis. Prior to each labor negotiation, the City shall approve the Contractor's personnel assigned to a particular labor negotiation.

The resulting contract will not be an exclusive contract and the City will reserve the right to use other firms for labor negotiation services, as it may deem necessary.
INSTRUCTIONS TO CONTRACTORS

1. **PROPOSAL FORMAT:** Original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The City will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the contractor's proposal.

2. **PREPARATION OF PROPOSAL:**

   A. All proposals shall be in the forms requested in this Request for Proposal package. Facsimiles, telegraphic proposals or mailgrams shall not be considered.

   B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.

   C. Erasures, interlinearions, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.

   D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.

   E. Periods of time, stated as a number of days, shall be in calendar days.

   F. It is the responsibility of all contractors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

3. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the contractor must complete and submit their proposal to the City of El Centro Department of Human Resources at the location indicated, or prior to the exact date and time indicated on the Notice of Request for Proposal page. The contractor’s proposal shall be presented in a sealed envelope. The words “LABOR NEGOTIATIONS” with PROPOSAL DUE DATE AND TIME shall be written on the envelope.

4. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
5. **INQUIRIES:** Any question related to a Request for Proposal shall be directed to the Contract Officer whose name appears on the front side of this document. The contractor shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer’s sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal title, page and paragraph number. However, the contractor must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

6. **DISCUSSIONS:** The City reserves the rights to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, clarification of any offer to assure full understanding of, and responsiveness to solicitation requirements.

7. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price, unless prohibited, of the proposed contract. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing contractors.

8. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
   (1) waive any immaterial defect or informality; or
   (2) reject any or all proposals, or portions thereof; or
   (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

9. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the
Contractor. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

10. LATE PROPOSALS: Late proposals shall not be considered.

11. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date an contractor (or designated representative) may withdraw the proposal. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. AMENDMENT OF REQUEST FOR PROPOSALS: The Contractor shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

13. SUBMITTAL: The offer, agreement and the pricing schedule, and any solicitation amendments must be signed and returned with the contractor's proposal.

14. SUBCONTRACTORS: Contractor must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

15. UPON NOTICE OF INTENT TO AWARD: The apparent successful contractor shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

16. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Contractors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

17. PROPOSAL CONTENTS: Your proposal should include the following. You may add any additional information you deem necessary or helpful.

   A. Designation of the principals or partners who will actually perform the work, including those who have experience in this area.
   B. Designation of other staff members who may assist the principal or partner.
C. Background information on all key personnel involved in the issue, including the resume of the key personnel assigned to this engagement.

D. Experience in the techniques and role of negotiator with Unions and Bargaining Groups on behalf of management in public sectors.


F. Provide a list of names, addresses and phone numbers all recent municipalities or other public sector entities for whom you have provided representation for labor negotiations.

G. Fees. You should provide a statement of hourly rates to be charged. The City is very interested in containing all professional costs and would welcome any alternative proposals that you might have on fees, including but not limited to fixed fees, hourly rates subject to a cap or other innovative fee structures. Alternative fee schedules may be submitted.

H. Expenses. Provide a statement of the estimated cost of any out-of-pocket expenses

18. **PROPOSAL EVALUATION CRITERIA** - (listed in relative order of importance):

   A. Firm & Individual Qualifications. Experience and Expertise
   B. Method of Approach to Scope of Work
   C. Proposed Fee Schedule

19. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA**: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

   A. **Firm & Individual Qualifications, Experience and Expertise:** Evaluation will examine the Contractor's qualifications, experience and expertise in conducting labor negotiations.

      1. Contractor shall provide a brief history of the organization.
      2. Contractor shall detail the firm's experience with labor negotiations completed during the past two years for public sector organizations. In addition, Contractor should identify the number and type of labor negotiations presently being conducted and indicate their experience with providing a diverse pool of knowledge.
3. Contractor shall provide a list of specific qualifications the Contractor has in supplying labor negotiations services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc.

4. Contractor shall provide a reference list of current and former clients for whom you have provided specifically related to similar searches and dates services were provided.

B. **Method of Approach to Scope of Work**

1. Contractor shall prepare a detailed Method of Approach to the Scope of Work that specifically addresses the labor negotiation services that describes the methodology to be used for negotiations. This section should confirm the Contractor's understanding of the requirements of the Request for Proposal and the Scope of Work. Contractor should clearly outline the recommended approach of the firm in meeting the responsibilities.

2. Contractor shall provide a detailed description of the proposed labor negotiation strategy and process that would be used. Contractor shall identify points in the process that progress reports will be submitted to the City as well as identify key decision points for the City. The proposal must also include a chronology of the tasks/events and the estimated time required to execute labor negotiations. Specifically, the Contractor shall provide a standard completion time for each task identified in each proposal.

3. Contractor should clearly distinguish tasks that Contractor will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Contractor is fully assuming responsibility for all tasks.

4. Contractor must explain how their administrative process will ensure that appropriate levels of attention are given and that work is properly performed.

5. Contractor shall submit a schedule of positions and hourly rates for any additional consulting services that may be requested under Scope of Work. Contractors shall also clearly define any reimbursable expenses that would be paid directly by the City.

C. **Proposed Fee**

Contractors shall provide an all-inclusive fee for each Negotiation Service, in total, as defined in the Scope of Work. Contractor shall also include a fee breakdown of individual key tasks (as defined in the Scope of Work, as well as any additional tasks specified in the Contractor's proposal). The fees for key tasks will be utilized in those circumstances where the City chooses not
to have the successful Contractor(s) perform all services for a particular Labor Negotiation. For purposes of evaluation, the City shall utilize the all-inclusive fee per Labor Negotiation.

Contractors shall identify if the fees for various Bargaining Groups vary dependent upon the area (i.e. - City Office Employees versus Police Officers Association). Contractor shall justify detail any such variances on the Price Page or submit an attachment with the varying fees.

20. GENERAL

A. Shortlist: The City reserves the right to shortlist the contractors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews: The City reserves the right to conduct interviews with all or some of the contractors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

C. Additional Investigations: The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

D. Multiple Awards: To provide adequate and specialized labor negotiations service coverage, multiple awards may be made. The City may award the contract as a whole or any other means which will provide the City with sufficient contract coverage for all possible labor negotiations.

E. Contractor-City Relationship: The relationship between the Contractor and the City is an attorney-client relationship and the City is entitled to all privileges accorded under such a relationship. Contractor may not represent parties involved in litigation against the City and/or its boards and commissions, or any adversarial relations with the City and/or its boards and commissions. Contractor has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed in this Agreement and will not employ any person having any such interest. Contractor will not represent any person or party in any action directly adverse to the City, including workers’ compensation matters, claims, or any other types of litigation.

F. Responsibilities of the City: The City will provide information and access to and input from appropriate City staff and will cooperate fully on a
timely and complete basis relating to the provision of any services to the City by the Contactor.

G. Meetings: Contractor will be available for meetings with the City Manager, City Council, City Attorney, and the Human Resources Department, and will apprise the City of all activity.

H. Attorney/Contractor services certification: Contractor certifies that at the time of the issuance of the contract, either in an individual or firm, Contractor does not represent any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the council has otherwise waived this requirement.
 AGREEMENT BETWEEN THE CITY OF EL CENTRO 
 AND ____________ FOR 
 LABOR NEGOTIATIONS SERVICES 

 THIS AGREEMENT, is entered into and effective as of the ___________ day of 
 ________________, by CITY OF EL CENTRO, CALIFORNIA, a municipal 
 corporation, (hereinafter referred to as “City”), and ______________________, 
 (hereinafter referred to as “Contractor”). 

 R E C I T A L S 

 WHEREAS, the City is in need of services to assist with labor negotiation 
 services for the El Centro Human Resources Department (hereinafter referred to as 
 “facility”) located at 1275 Main Street, El Centro, California and to provide labor and 
 management for such service; and 

 WHEREAS, the City has found and determined that the most practical and 
 financially responsible method for providing such service is through the utilization of an 
 independent Contractor; and 

 WHEREAS, the City has determined that the Contractor is experienced and 
 qualified to provide reliable, timely and environmentally sound services described herein; 
 and 

 WHEREAS, the City finds that entering into this Agreement is in the best interest 
 of the City of El Centro, California. 

 NOW, THEREFORE, the parties agree as follows: 

 1. That the above and foregoing is true and correct and agreed upon.
2. **DUTIES OF CONTRACTOR.** Contractor shall provide the following services:

A. Any and all supervision, labor, equipment, materials, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.

B. The performance of the services specified in detail in the contract documents, which are attached hereto and incorporated herein.

C. **Workmanship and Supervision.** In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available.

   All work shall be performed by personnel directly employed and supervised by the Contractor. Contractor shall provide management and technical supervision as required to implement the work.

   The City Manager (hereinafter referred to as “Project Manager”) or designee shall make inspections to determine Contractor conformity with the specifications as denoted in this Agreement and the adequacy and acceptability of the work being performed.

D. **Equipment.** Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement.

E. **Security.** Contractor shall comply with the City’s regular security and safety regulations, specifically:
(a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of Contractor at the Facility.

(b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be the responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement.

3. SCHEDULE OF PERFORMANCE. The services of Contractor are to be completed according to the schedule set out in the contract documents. Contractor will diligently proceed with the agreed SCOPE OF WORK and will provide such services in a timely manner in accordance with the respective contract documents.

4. COMPENSATION. The total compensation payable under this Agreement shall not exceed ________________ upon successful completion of labor negotiation services unless otherwise previously agreed to by the City. The compensation paid to Contractor includes payment for professional’s services outlined in the proposal.

5. METHOD OF PAYMENT. City agrees to pay Contractor the sum of ________________ upon completion of labor negotiation services for the performance of the services identified in the contract documents. Payments to Contractor shall be made as follows:
a) City shall make a lump upon completion of labor negotiation services. Payment shall not exceed __________________________ payable to Contractor in accordance with the invoice submitted by Contractor upon completion of services. If City disagrees with any aspect of the invoice, including amount, percent complete or supporting documentation is disputed. City will notify Contractor in writing within ten (10) days of receipt of invoice. If invoice is not contested, invoice shall be paid within 30 days of date of invoice.

b) Invoices submitted by Contractor in accordance with this schedule shall be paid within thirty (30) days of the invoice date. Invoices shall be sent to 1275 Main Street, El Centro, CA. 92243.

Additional Services: Payments for any services requested by the City during the study and not included in the Contractor services identified in the contract documents shall be paid on a reimbursable basis in accordance with the Contractor’s Standard Fee Schedule attached. These costs will be invoiced and will be paid by the City within thirty (30) days.

6. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor, in the performance of the work and services agreed to be performed by Contractor, shall act as and be an independent Contractor and not an agent or employee of the City, and as an independent Contractor, shall obtain no rights to retirement benefits or other benefits which accrue to City’s employees, and Contractor hereby expressly waives any claim it may have to any such rights.
7. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

8. INDEMNIFICATION. To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instance where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City’s fault accounts for a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.
Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

9. INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in the 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 here, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

a) Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability
exclusion for claims or suits by one insured against another. Limits shall be no less than one million dollars ($1,000,000) per occurrence for all covered losses and no less than two million dollars ($2,000,000) general aggregate.

Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of Contractors, subcontractors or other involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

b) **Workers Compensation** on a state-approved policy form provided statutory benefits as required by law with employer’s liability limits no less than one million dollars ($1,000,000) per accident for all covered losses.

c) **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than one million dollar ($1,000,000) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a nonowned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contract shall provide evidence of personal auto liability coverage for each such person.

d) **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a
drop down provision providing primary coverage above a maximum twenty five thousand dollars ($25,000) self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than two million dollars ($2,000,00) per occurrence and aggregate.

10. CONFLICT OF INTEREST.

a) A Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Contractor shall file a disclosure statement, if required by the City of El Centro, which shall be filed within thirty (30) days from the effective date of this Agreement or such resolution, as applicable.

No member, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything, which will result in such member, officer, or employee of the City from having such interest.

11. ASSIGNABILITY. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign
Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. GOVERNING LAW. The City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of Imperial.

13. MODIFICATION OF AGREEMENT. This Agreement may be modified only by a written amendment signed by both parties hereto.

14. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

15. NON-DISCRIMINATION. Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

16. FORCE MAJEURE. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (hereinafter called “Force Majeure”). Force Majeure includes by is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or
undeclared), blockades, hostilities, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part of this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.

17. TERMINATION.

a) The City and Contractor shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

b) If Contractor fails to perform any of it’s material obligations under this Agreement, in addition to all other remedies provided by law, agency may terminate this agreement immediately upon written notice.

In the event of termination, Contractor shall deliver to the City copies of all work papers, schedules, reports and other work performed by Contractor and upon receipt thereof, Contractor shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

CONTRACTOR:

CITY: City Manager
      City Of El Centro
      1275 Main St
      El Centro, Ca  92244
18. TERM. This Agreement shall be for the period of two (2) years, commencing on ________________ and ending on ________________ unless otherwise terminated or extended, as provided herein. This Agreement may be extended for three (3) additional one (1) year periods upon mutual agreement between CONTRACTOR and the City of El Centro.

19. PRICE ADJUSTMENT The City will review fully documented requests for price adjustments after any contract has been in effect for two (2) years. Any price adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

20. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

21. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Contractor or any other person engaged directly by Contractor to perform the services required hereunder shall be and remain the property of the City without restriction or limitation upon their use.

22. AUDIT BOOKS AND RECORDS. Contractor shall make available to the City, it’s authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the
City, and shall furnish to the City, its authorized agents and employees, such other evidence or information as the City may require with respect to any such expense or disbursement charged by Contractor.

23. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

City
City Manager
City Of El Centro
1275 Main Street
El Centro, CA 92243
(760) 337-4540

Contractor

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF EL CENTRO

BY: __________________________
Ruben Duran, City Manager

ATTEST:

CONTRACTOR

BY: __________________________
NAME: ________________________
TITLE: ________________________

APPROVED AS TO FORM:

BY: __________________________
Office of the City Attorney
Contractor to insert proposal as it pertains to the “Scope of Work” and “Instructions to Contractors”
OFFER FORM

TO THE CITY OF EL CENTRO:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, agreement and amendments in the Request for Proposal and Contract Documents herein.

For clarification of this offer, contact:

__________________________  Name: _______________________

Company Name

__________________________  Phone: _______________________

Address

__________________________  Fax: _______________________

City  State  Zip

E-mail: _______________________

________________________________________________________

Signature of Person Authorized to Sign

__________________________  Printed Name

__________________________  Title