



Ms. Christy White
Deputy City Clerk
1887 Howard Street
Anderson, CA 96007
Ph. 530-378-6646

CITY OF ANDERSON, CALIFORNIA

REQUEST FOR PROPOSAL

PROFESSIONAL SERVICES FOR

THE MOSQUITO SUMMER SERENADE CONCERT SERIES SOUND AND LIGHTING

The City of Anderson (hereinafter "City") is soliciting proposals for Professional Sound and Lighting for the Mosquito Summer Serenade Concert Series in the City of Anderson. Proposals may be sent by mail or hand-delivered to Christy White, Deputy City Clerk, City Hall, 1887 Howard Street, Anderson, CA 96007 prior to **4:00 p.m., April 23, 2021.** Proposals may also be e-mailed to Deputy City Clerk Christy White at (cwhite@ci.anderson.ca.us).

THE CITY RESERVES THE RIGHT TO REJECT, AT ITS SOLE DISCRETION, PROPOSALS RECEIVED AFTER THIS TIME AND DATE.

The City of Anderson is an Equal Opportunity Employer.

REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES FOR
THE MOSQUITO SUMMER SERENADE CONCERT SERIES
SOUND AND LIGHTING

PROJECT INTRODUCTION

The City of Anderson is soliciting proposals for professional services to provide sound and lighting for the Mosquito Summer Serenade Concert Series in the City of Anderson. The contract will be for a three (3) year period.

Concerts begin in mid-June and run for ten (10) weeks. The opening act starts at 6:00 p.m., and the main act starts at 7:00 p.m.

Interested contractors are invited to submit proposals in accordance with the requirements of this Request for Proposal (RFP).

REQUIREMENTS

Shall meet or exceed the following:

1. 32 channel digital board.
2. Mixing shall be done by a remote tablet (IPad or equivalent)
3. Two (2) 5500 lumen projectors or better with (2) screens each great than 64sqft.
or
4. Two (2) televisions of at least 82 inches or equivalent sized led wall
5. Speakers shall be flown on each side of the stage in a line array, minimum of six (6) speakers. Each speaker shall be a minimum of 2500 watts.
6. Sub requirements shall be a set of Dual 21" (one per side) with 6" voice coils capable of 6500 watts each.
7. Sound system shall have in ear system monitor capability
8. Audix drum package
 - Fifteen (15) boom stands
 - Two (2) wireless mic's
9. Provide monitors on the stage for each show, will require a minimum of 6 per show and shall be QSC K12 or equivalent.

The City of Anderson will provide power through one 100 amp single phase panel; sound provider must work within this.

No storage is available.

Compensation shall include all set up, sound checks and tear down for each show.

It is anticipated that each show shall require the provider to be present for 11 hours +/- to conduct the needed elements.

Three (3) professional references are required.

Insurance requirements as shown in Appendix A, Item 6, must be met.

Requests for additional information or assistance relative to this Request for Proposal should be directed to Christy White by e-mail cwhite@ci.anderson.ca.us or phone (530) 378-6646.

Proposals may be sent by mail or hand-delivered to Christy White, Deputy City Clerk, City of Anderson, 1887 Howard Street, Anderson, CA 96007, or e-mailed to cwhite@ci.anderson.ca.us.

Proposals must be received by **4:00 p.m., April 30, 2021.**

CONTENT OF THE PROPOSAL

The proposal shall be as brief as possible and shall contain the following information in the order shown:

- **Cover/Transmittal Letter** – Letter must be signed by a member of the proposing firm having the authority to enter into contracts on behalf of the firm and acknowledge receipt of all addenda (if any were issued).
- **Qualifications** – Describe the qualifications of the proposing firm and sub-contractors.
- **Requirements** – Describe how you intend to meet the requirements listed. Note any changes/deviations or additions that may have been overlooked or that help clarify the requirements.
- **Related Experience** – Include projects in progress or completed by your firm (and your firm's personnel) that are comparable to this project. Highlight designated personnel and their roles on these projects. Indicate the specific relationship to the project if other than the principle firm. Include three (3) professional references with names, addresses and current phone numbers.
- **Responsible Personnel** – List the Principle-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Professional qualifications, registration numbers, and applicable experience of each person is required, along with the hours that each is committed to the project. Include all anticipated sub-contractors, listing names, addresses, and telephone numbers, key staff, and their

expected hours to be committed to the project. A project organizational chart of key personnel shall be included. Every person whose resume is provided shall be shown on the organization chart. Resumes of people who are not shown on the organization chart will not be considered.

- **Contractor Fees** – Provide a per show fee for the services as described in the requirements, including project cost broken out by task and showing person hours and billing rate for each classification of employee and a not-to-exceed figure for performance of the professional services outlined in each phase. Fees shall include all markups, overhead, and profit. The contract will provide for payment of the Scope of Work based on a not-to-exceed amount.

Selection Process and Evaluation Criteria

The City of Anderson has adopted policies which establish the method of selecting professional/technical contractors. Accordingly, final selection will be based upon overall qualifications of the firm and project team, demonstrated competence, and professional experience necessary for the satisfactory performance of the services required. Cost will be considered to the extent that the cost is fair and reasonable to the Agency. Proposals will be evaluated based on the following criteria and scoring system:

| Category | Max. Points |
|---|--------------------|
| Understanding of Requirements | 25 |
| Quality of Past Performance on Similar Projects | 25 |
| Experience of Responsible Personnel | 20 |
| Ability to meet Insurance Requirements | 20 |
| Reasonableness of cost | 10 |
| TOTAL | 100 |

A Review/Selection Committee made up of City personnel will evaluate the Contractors based on the proposals and, if necessary, an oral interview to determine which Contractor is best qualified to perform the work for this project. The Committee will then determine a ranking of the Contractors at which time the Contractor fee envelopes will be opened and tabulated. The Contractor fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work. In the event that the top ranked Contractor submits a fee that is not considered a reasonable cost for the work and the Contractor is unable to lower the fee to an acceptable level, the City reserves the right to bypass the top ranked Contractor and negotiate with the second ranked Contractor. The City may require additional information prior to making the recommendation to the City Council to enter into a contract with the selected Contractor.

Standard Performance Contract

The Contractor selected to provide the scope of services shall use the City of Anderson's standard Consulting and Professional Services Contract. A copy of this contract is attached in Appendix A. By submitting a proposal for the work, the Contractor agrees to utilize the City's standard contract form for the contract.

Standard Proposal Terms

- **Public Information** – All submitted proposals and information including therein or attached thereto shall become public records upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.
- **RFP Addenda** – The City reserves the right to amend, alter or revoke this RFP in any manner at any time. At the City's sole discretion, any modifications, clarifications or additions will be distributed as an addendum to all known Proposers.
- **Proposal Preparation Costs** – All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Proposer.
- **Proposals** – All proposals will be firm for a period of ninety (90) days following the required date of submission.
- **Withdrawal of Proposal** – Any Proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Such requests should be directed to the Deputy City Clerk, Christy White.
- **Right to Reject Proposals** – The City reserves the right to reject any or all proposals and to waive the Non-material irregularities or information in any proposal.

Conflict Resolution

Prior to presenting its recommendation, staff shall notify each Contractor who has submitted a proposal of the intended recommendation. A Contractor who is not being recommended may file a written protest with the City of Anderson stating the reason(s) for the protest. If the protestor and the City of Anderson cannot resolve the conflict, the protestor may request to be heard by the City of Anderson City Council at the time the recommended award is being considered.

Award of Contract

The City of Anderson City Council will make the final decision and award the contract. The City of Anderson reserves the right to reject any and all proposals submitted, to request clarification or additional information from competitors, and to waive any irregularity in the proposal as long as City of Anderson procedures remain consistent with procurement procedures. Formal interviews may be conducted.

The City of Anderson also reserves the right to award a contract to the Contractor that presents the proposal which, in the sole judgment of the City of Anderson, best demonstrates the expertise desired by the City of Anderson. This Request for Proposal does not represent a commitment on the part of the City of Anderson to award a contract.

The City of Anderson shall not be liable for any pre-contractual expenses incurred by the proposer. The City of Anderson shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

The following schedule is supplied as a guideline rather than a set of absolute deadlines. The City of Anderson reserves the right to modify or alter the schedule as needed:

| RFP Actions | Date |
|--|----------------|
| Availability of RFP | April 12, 2021 |
| Proposal Submission Deadlines | April 30, 2021 |
| Committee Evaluation of Proposals | May 3, 2021 |
| Notify Applicants of City's Recommendation | May 4, 2021 |
| City Council to Award Final Decision | May 4, 2021 |
| Contract Period | Three years |

ATTACHMENT

Appendix A - Professional Services Contract

**CITY OF ANDERSON
PROFESSIONAL SERVICES AGREEMENT
FOR
THE MOSQUITO SUMMER SERENADE CONCERT SERIES
SOUND AND LIGHTING**

This Agreement is entered into this ___ day of _____, 2021, by and between the City of Anderson, a California municipal corporation (“City”), and _____ (“Contractor”).

I. RECITALS

A. Contractor desires to perform and assume responsibility for the provision of professional sound and lighting contractor services required by the City on the terms and conditions set forth in this Agreement.

B. Contractor has presented a proposal for such services to the City, dated _____, 2021, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services

C. Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Contractor to render such services as set forth in this Agreement.

II. AGREEMENT

1. Scope of Services.

1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional sound and lighting contractor services (“Services”). The Services are more particularly described in Exhibit “A.”

2. Schedule of Services.

2.1 Schedule of Services. The Services of Contractor are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt

and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A."

2.2 Extension of Time. Contractor may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

3. Fees and Payments.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed \$_____ without City's prior written approval.

3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

4. Changes.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. Responsibilities of Contractor.

5.1 Independent Contractor; Control and Payment of Subordinates. Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

5.3 Project Manager. The Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she

is removed at the request of the City, is no longer employed by Contractor or replaced with the written approval of the City which shall not be unreasonably withheld.

5.4 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, contractors and other staff at all reasonable times. City agrees to work closely with Contractor's staff in the performance of Services and shall be available to Contractor's staff at all reasonable times.

5.5 Warranty. Contractor agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Contractor's profession. Contractor further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

6. Insurance.

6.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

6.2 Types of Required Coverage. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and 6.2.5 Contractor's Pollution Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same

manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the

City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subcontractor's policies.

7. Ownership of Materials and Confidentiality.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

8. Accounting Records.

8.1 Maintenance and Inspection. Contractor shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Contractor.

9. Subcontracting.

9.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. Termination of Agreement.

10.1 Grounds for Termination. City may, by written notice to Contractor, terminate all or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. General Provisions.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Anderson
1887 Howard Street
Anderson, CA 96007
Attn: Jeff Kiser, City Manager

Contractor:

Attn.: _____

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

11.3 Prohibited Interests. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.4 Prevailing Wages. Contractor is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

11.5 Equal Opportunity Employment. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.6 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and all other costs of such action.

11.8 Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Shasta County.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.17 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ANDERSON

[INSERT NAME OF CONTRACTOR]

By: _____
Jeff Kiser
City Manager

By: _____
[Name]
[Title]

Attest:

Attest:

By: _____
Christy White
Deputy City Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
City Attorney

EXHIBIT "A"
CONTRACTOR PROPOSAL

[ATTACH CONTRACTOR PROPOSAL]