



CITY of CALABASAS

REQUEST FOR PROPOSAL (RFP)

CLEAN-OUT OF CDS UNITS AND STORM DRAIN BMPs

Due Date: Thursday, February 23, 2012 @ 2:00 PM

Date: February 2, 2012

Contract Term: Three (3) years with option to renew two (2) more years.

Services Required:

The City of Calabasas is soliciting proposals from qualified firms to assist in pumping, cleaning and disposing of both liquid and solid wastes from various end of line Best Management Practice storm runoff treatment systems. The contractor must have a valid certification to work in a confined space. These BMPs include four (4) CDS units and one (1) Contech storm water device. These services would be done every quarter. Qualified firms must have specific prior experience with specified structures and be able to supply all tools, equipment, traffic controls and dispose of all wastes in an appropriate manner.

Clean-out Locations/Descriptions:

- A. Cleaning three (3) CDS units:
 - a. PSW50_42 on Agoura Rd. (approximately 21 ft deep),
 - b. PSW50_42 on Calabasas Rd. (approximately 23 feet deep),
 - c. PSW50-42 on Calabasas Civic Center (approximately 20 feet deep)
 - d. PSW70_70 on Parkway Calabasas (approximately 35 feet deep).

- B. Cleaning of Contech Storm Water device on Lost Hills Rd. (approximately 20 feet deep)

Temporary Clean-out Service

City of Calabasas has 42 inserts (36"-48" long baskets) installed inside 8 catch basins along Calabasas Road. The insert are scheduled to be removed in the near future and replaced by curb screens. The cleaning out of the insert is a short term task and City solicits proposals in a



separate line item. This temporary service may be included in and/or removed from the scope of work. The removal of this scope of work will be at the sole discretion of the City of Calabasas.

Scope of Contractors Services:

The scope of work includes but is not limited to the following:

1. Furnish equipment with sufficient power to successfully clean out every end of line BMP to its base floor elevation.
2. Furnish adequate staff and back-up equipment for each operation.
3. Provide all necessary traffic controls and professionally prepared traffic control plans, where required.
4. Provide adequate noise controls in residential neighborhoods.
5. Dispose of all waste in appropriate landfills with complete manifests and follow-up documentation.
6. Provide collection and disposal reports to the City.

Proposal Submission Requirements:

For consideration, the Contractor's proposal must be limited to ten (10) pages maximum and include the following:

1. Completed cost proposal form per Exhibit A
2. Provide a description of the firm's operational staff and equipment available for use for this project
3. Furnish 3 references (including contact name and phone number) for similar projects and agencies
4. Certificate of Completion of OSHA-Approved Confined Space Training
5. List of Company-owned equipment for the performance of this contract
6. Provide a description of the management team, tenure of management, and ownership of the firm
7. Identify quality control methods used by the firm to ensure that the work will be accomplished as agreed. Brief descriptions of previous project experiences should be used as examples of how this was achieved with former clients, when applicable
8. Statement of insurance liability in accordance with City's insurance requirements outlined in City's standard Professional Services Agreement (Exhibit B).

Due Date: Proposals are due by Thursday, February 23, 2012 at 2:00 PM to:

City of Calabasas
City Clerk
100 Civic Center Way
Calabasas, CA 91302

Questions: Alex Farassati
Phone: (818) 224-1680
E-Mail: afarassati@cityofcalabasas.com

GENERAL TERMS AND CONDITIONS

Terms and conditions of proposals are as follows:

1. It is the contractor's responsibility to ensure that proposals are received prior to the closing date & time. Late proposals will not be accepted.
2. Each proposal must be accompanied by a complete "Exhibit A: Cost Proposal Form" attached to this RFP. All blanks must be filled in or the proposal will be considered unresponsive.
3. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal.
4. Any claim of error by a contractor must be made before 2:00 PM of February 23, 2012, otherwise it shall be waived.
5. Any deviation from the scope of works or substitution of services must be clearly indicated.
6. The City reserves the right to reject any and all proposals on any basis deemed in the best interest of the City. Any changes, omissions, or variations in specifications or conditions of the RFP may be considered cause of rejection.
7. The contractor, by submitting his proposal, agrees to save, defend, keep, bear harmless, and fully indemnify the City and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence of the use by City, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this Request For Proposal.
8. The contract will be awarded to the contractor whose proposal represents the lowest responsible and responsive bid with the following considerations:
 - Cost;
 - The ability, capacity, and skill of the contractor to perform the contract or provide the services or equipment required;
 - The ability of the contractor to provide the services or equipment promptly or within the time specified without delay or interference;



- The character, integrity, reputation, judgment experience, and efficiency of the contractor.
9. All items proposed must meet all OSHA, State of California and Federal Industrial Safety Orders, and regulations in effect on the date of this request for proposal. Contractor shall provide a valid certification of successfully completion of OSHA-approved confined space training in accordance with labor-safety regulations code CFR 1910.146.
10. Contractor's attention is directed to the Insurance Requirements outlined in the standard Professional Services Agreement (Exhibit B). It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent RFP awardee fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the RFP and Contract.

CALENDAR OF EVENTS

(Tentative)	
Distribution of RFP _____	February 2, 2012
Proposal Due Date _____	February 23, 2012
Review and Selection _____	March 22, 2012
Council approval of Professional Services Agreement _____	April 11, 2012
New Contract in Effect _____	April 12, 2012

All dates are subject to change



Exhibit A: Cost Proposal Form

Date: _____

Company: _____

Address: _____

President: _____

Phone: _____ Fax: _____

The following cost proposal is for each clean-out service and is valid for the duration of the contract:

No.	Description	Cost
1	CDS Unit PSW50_42 on Agoura Road	\$
2	CDS Unit PSW50_42 on Calabasas Road	\$
3	CDS Unit PSW50-42 on Calabasas Civic Center	\$
4	CDS Unit PSW70_70 on Parkway Calabasas	\$
5	Contech Storm Water device on Lost Hills Rd	\$
6	42 inserts in 8 catch basins on Calabasas Rd	\$
TOTAL		\$

Signature of an authorized representative of the company: _____

Name of Authorized Representative
Title



Exhibit B: City of Calabasas Standard “Professional Services Agreement”

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas/ *Company or Individual.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a contractor: _____ **[insert description of contractor’s services]**.
- 2.2 Contractor 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s _____ **[enter contractor’s proposal date]** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s _____ **[insert date fee schedule submitted to City]** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “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. CONTRACTOR'S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of _____ Dollars (\$_____,_____) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor 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 Contractor 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 Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Contractor in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor 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 Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment

to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Contractor 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 Contractor 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 the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor 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, Contractor 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 Contractor'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) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, 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 claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Contractor 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 Contractor 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, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor 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 Contractor 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 Contractor’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Contractor 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

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, 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 Contractor'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 Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

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

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono & Levin, PC
11406 Pleasant Valley
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

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 Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor 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 Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Contractor 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 Contractor.

- 18.2 In the performance of this Agreement, Contractor 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 or medical condition.
- 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 Contractor 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 Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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.
- 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 Contractor 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 Contractor.

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 Calabasas

By: _____

Name, Title

Date: _____

“Contractor”

Name of Company or Individual

By: _____

Name, Level of Officer e.g., Vice President

Date: _____

By: _____

Date: _____

Attest:

By: _____

Gwen Peirce, City Clerk

Date: _____

Approved as to form:

By: _____

Michael G. Colantuono, City Attorney