

AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this 1<sup>st</sup> day of July, 2022, by and between CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and AV RECYCLING CENTER (the "CONTRACTOR").**

**RECITALS**

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

**RFP 733-20 CLEAN UP & VEGETATION REMOVAL SERVICES – TASK 1**

NOW, THEREFORE, the parties agree as follows:

**1. Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster
- B. CONTRACTOR: AV RECYCLING CENTER

**2. Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER	City of Lancaster Attn: RODERICK ARMALIN 44933 North Fern Avenue Lancaster, California 93534
CONTRACTOR	RAYMOND JONES, OWNER AV RECYCLING CENTER 421 WEST AVE I LANCASTER, CA 93534

**3. Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

**4. Incorporation by Reference.** The CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT  
Second: The RFP  
Third: The CONTRACTOR'S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in Scope of Services is not to exceed \$ 378,000 FY 22/23. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

10. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and CONTRACTOR.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

14. **Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent CONTRACTOR.

15. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence \$1,000,000

Per Project General Aggregate \$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent CONTRACTORS;  
Property Damage

*(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)*

**Commercial Automobile Liability**

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

*(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

As Required by the State of California Statutory Limits

**Employers' Liability**

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)*

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

B. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:  
**RFP 733-20 CLEAN UP & VEGETATION REMOVAL SERVICES – TASK 1**

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

16. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

17. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

18. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

19. **CONTRACTOR's Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any

time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

**20. Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

**21. Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"          Scope of Services

Exhibit "B"          Pricing Schedule

**22. Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

**23. Effective Date.**

**This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

DocuSigned by:  
By: Jason Caudle  
Jason Caudle, City Manager

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Dated: \_\_\_\_\_

AV RECYCLING CENTER

DocuSigned by:  
By: Rmj  
RAYMOND JONES, OWNER

Dated: \_\_\_\_\_

ATTEST:

DocuSigned by:  
Andrea Alexander  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Joel C. ...  
City Attorney



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **DEFINITIONS**

Homeless Encampments - Homeless camps within the City are typically established within riparian corridors, engineered channels, along trails or pathways, underneath overpasses, or adjacent open space. As directed by the City Staff, the Contractor shall provide homeless encampment site clean-up by removing discarded trash and debris, biohazardous materials, and encampment waste material.

Site Locations - Sites will be identified individually and determined by the City of Lancaster staff. Lancaster Staff will schedule sites based on several factors, including the quantity of waste, the number of encampments, accessibility, and other conditions when possible. City staff will be responsible for giving access to the site (If necessary).

#### **CONTRACTOR RESPONSIBILITIES**

The City of Lancaster intends to obtain a qualified contractor's services to provide the services as outlined below. Respondents to this RFP must be able to perform all work outlined in the scope of work

Clean-up duties shall include surveying sites, collecting debris, dismantling unoccupied structures, removing trash, and waste.

The Contractor shall provide all labor, material, tools, personal protective equipment, and gear required to perform the work to handle, remove, transport, dismantle and dispose of the waste materials, and leave a clean site.

The Contractor is responsible for its crew's supervision and management and ensures that all necessary safety procedures are followed.

The Contractor shall maintain a cell phone and provide an emergency telephone number by which Lancaster Staff may make contact for emergency or operational purposes.

Contractor to be available a minimum of 1 day per week for clean-up of encampments. The Contractor may occasionally be needed to handle an emergency and have personnel available to respond within 12 hours for assessment in the event of an emergency.

The Contractor is to perform work in a timely and efficient manner. Employees must conduct themselves in a courteous and business-like manner at all times.

Often a Sheriff's Deputy or Public Safety Officer is present during the site clean-ups. The Contractor shall immediately notify the Deputy or contact the Sheriff's Department through 911 in the event of any life-threatening safety concerns.

The Contractor shall conform to all applicable occupational safety and health standards, rules, and regulations.

The City reserves the right to direct the waste removed to locations of our choice.

#### **CITY RESPONSIBILITIES**

City staff will provide a weekly schedule for each type of clean-up services that will include the start time, start date, site(s) location, location map(s), meeting location, access information, and any other relevant information necessary to the success of the clean-up.

Survey homeless encampment sites and illegal dumping sites to determine site conditions and clean-up locations.

Post at homeless encampment sites with all necessary notifications for clean-ups. City staff will request Sheriff or public safety officers at some locations to provide safety services during postings. Lancaster Staff will photograph notices to document the time and location of posting.

Provide a City Staff representative to serve as a point of contact for each contract, review work orders, authorize work, and address issues and questions.

Coordinate with local law enforcement to provide a police officer or public safety officer at the site(s) if requested during clean-up.

#### **INVOICES**

The Contractor shall provide separate invoices for each contract, billings to occur monthly.

Invoices shall include:

- Date of Service
- Staff levels and staff hours
- Technique utilized
- Any hazardous waste manifests that include disposal location and total weight or quantity of hazardous wastes removed.

#### **ATTACHMENTS**

Lancaster City Boundary and Zone Map.

List of City Holidays

**EXHIBIT "B"**  
**PRICING SCHEDULE**

This pricing schedule will be used as an estimate for ANNUAL contract pricing.

	Rates
Task 1 Homeless Encampment clean up	\$300.00 / Hour
Fuel Surcharge on a Per Hour Rate	\$ 15.00 / Hour
	Not to exceed \$ 31,500 / month
	Not to Exceed \$ 378,000 / year

**\*Note – Not to exceed contract amount will be based on Council budget approval each fiscal year.**