

**CITY OF CLAREMONT**



**REQUEST FOR PROPOSALS**

**FOR**

**ELECTRIC VEHICLE CHARGING STATION INSTALLATION,  
OPERATIONS, AND MAINTENANCE SERVICES**

**August 26, 2024**

**Proposals must be received by the City of Claremont prior to  
2:00 p.m. local time on September 26, 2024 at:**

**City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711**

With this Request for Proposals (“**RFP**”), the City of Claremont (“**City**”) is requesting proposals (“**Proposals**”) from qualified Contractors (“**Respondents**”) for the following:

## **ELECTRIC VEHICLE CHARGING STATION INSTALLTION, OPERATION, AND MAINTENANCE SERVICES**

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this RFP, in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project. It should also specify a specific approach that will meet the RFP requirements.

The successful Respondent will be expected to execute the Professional Services Agreement, attached hereto as Attachment “3”. In addition, the successful Respondent may be required to execute a license and/or lease agreement to be negotiated with the City prior to contract award.

### **1. INTRODUCTION**

#### **1.1 About the City of Claremont**

Located 30 miles east of Los Angeles, the City of Claremont consists of over 37,000 residents, and the City’s boundaries encompass an area of over 14 square miles. The City was incorporated in 1907. A council of 5 members is elected at large for terms of four years each. The City of Claremont currently owns and maintains five dual-port, level 2 charging stations.

#### **1.2 Project Description**

The City of Claremont invites proposals from qualified third-party electric vehicle supply equipment providers (EVSE) who will install, operate, maintain, and own publicly accessible electric vehicle (EV) charging infrastructure on City property at low or no cost to the City. Sites may include off-street, City-owned public parking lots located in the Claremont Village and at public parks and community centers.

The City of Claremont is proposing specific sites for respondents to evaluate and propose options, including replacing the City’s existing five dual-port, level two chargers with new, privately-owned and maintained chargers. Respondents may also suggest additional sites on City-owned property for consideration for future expansion.

#### **1.3 Project Schedule**

The City intends to initiate this project December 1, 2024. The City requests an initial service term of ten (10) years with two optional five (5) year extensions. Respondents to this RFP must be able and willing to commit the necessary resources to complete the project within this timeframe.

## 1.4 Purpose

The purpose of the program is to implement a turnkey solution for EV charging stations (Level 3 or DC fast charging preferred), including all necessary related infrastructure. Respondent shall plan, design, install, operate, maintain, and own the EV charging equipment provided as part of this contract. The turnkey solution shall be provided at no cost to the City, although revenue sharing models may be proposed.

## 2. SCOPE OF REQUIRED SERVICES

### 2.1 Summary of Services

The project shall be split into the following phases:

Phase 1:

- Design, permit, construct, operate, and maintain five dual-port charging stations to replace existing chargers on City-owned property at no direct cost to the City. Existing dual-point chargers are located:
  - Parking Lot west of 225 West Second Street, Claremont, CA 91711
  - Ground Floor of Parking Structure, 470 W. First St., Claremont, CA 91711

Phase 2:

- Dependent on achievement of City's objectives and successful deployment in Phase 1, Respondents may provide recommendations to expand into a scaled program for Phase 2, including deployment on other City-owned properties. The City shall, as its sole and absolute discretion, determine whether the project proceeds to Phase 2. City-owned sites for future expansion may include:
  - Parking Structure, 470 W First Street
  - City Hall Parking Lot, 207 Harvard Avenue (north and west of building)
  - Yale Parking Lot (between 4<sup>th</sup> and Bonita, east of Yale Avenue)
  - First Street Parking Lot (east of Yale Avenue, west of Harvard Avenue, south of Second Street)
  - First Street Parking Lot (east of Indian Hill, West of Yale Avenue, south of 2<sup>nd</sup> Street)
  - Alexander Hughes Community Center, 1700 Danbury Road
  - Cahuilla Park, corner of Indian Hill Boulevard and Scripps Drive
  - Claremont Police Department, diagonal parking east of 570 Bonita Avenue
  - Larkin Park, 660 N. Mountain Avenue (parking lots on east and west sides of park)

- Memorial Park, 840 Indian Hill Blvd.
- Metrolink Station Parking Lot, College Avenue and First Street
- Oak Park Cemetery, 410 Sycamore Avenue
- Claremont Hills Wilderness Park Parking North and South Lots (4031 Mills Avenue, north of Mt. Baldy Road)
- Blaisdell Park/Community Center, 440 S. College Avenue
- College Park, 100 S. College Avenue (3 lots)
- Griffith Park, 1601 Woodbend Drive
- June Vail Park, Grand Avenue and Bluefield Drive
- La Puerta Sports Park, 2340 Indian Hill Boulevard
- Padua Park, 4200 Padua Avenue

The following provides an outline of the scope of services to be provided to the City during the above phased implementation:

1. Project Planning and Design. Respondent shall provide siting, planning, design, and engineering of a turnkey EV charging solution, including all necessary related infrastructure. DC Fast charging is preferred where feasible.
2. Project Construction. Respondent shall furnish, install, and own publicly accessible EV charging stations and any necessary related infrastructure on City-owned property.
  - a. Respondent shall cover all costs and coordinate all tasks associated with permitting, equipment, infrastructure, and installation;
  - b. Respondent shall own all charging infrastructure while any permanent electrical improvements shall be owned and retained by the City;
  - c. Respondent shall provide proper EV parking signage and any necessary parking stall reconfiguration;
  - d. Respondent shall comply with all permitting, Americans with Disabilities Act (ADA), and parking requirements.
3. Operations, Maintenance, and Customer Service. Respondent shall provide operations, maintenance, and customer service for the charging stations for the duration of the contract, all through a turnkey solution as described herein. Respondent shall:
  - a. Meet hardware uptime and availability requirements of 97%+ annually
  - b. Provide customer service and station maintenance, including an 800-number for drivers
  - c. Conform to Open Charge Point Protocol (OCPP)
  - d. Provide open access to the general public
  - e. Share data either continuously or at regular intervals (at least quarterly) with the City, including usage statistics and demographic data

4. Operating Costs and Revenues

- a. Respondent may establish a service charge and method of payment collection to recoup costs as well as any operating profit from users. The Respondent may also pursue additional revenue streams to cover its costs including station sponsorship, advertising, dwell time fees, or others to be evaluated by the City;
- b. Its envisioned that pricing structure will be set by the Respondent and that the pricing structure may be changed over the course of the project to respond to market conditions. It is the City's preference that pricing remain less than the equivalent cost to fuel a gasoline vehicle and within 20% of the typical market charging prices in the area. The pricing structure shall be negotiated with the successful Respondent and will be included in the subsequent agreement. Any subsequent changes to the pricing structure must be approved by the City Manager and/or City Council.

The full scope of work shall be negotiated with the successful Respondent. The successful Respondent will be expected to execute the Professional Services Agreement, attached hereto as Attachment "3". In addition, the successful Respondent may be required to execute a license and/or lease agreement to be negotiated with the City prior to contract award.

**3. SCHEDULE OF EVENTS**

Timetable for Reviewing and Evaluating Proposals:

RFP Release	August 26, 2024
Preproposal Requests for Clarification Due	Sept. 16, 2024
Proposal Due Date	Sept. 26, 2024
Anticipated Final Selection	October 17, 2024
Complete Contract Negotiation	December 1, 2024
Project Start	December 1, 2024

**4. PROPOSAL REQUIREMENTS**

**4.1 Proposal Format**

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

Respondent must submit four (4) complete copies of the Proposal. Proposals shall be three-hole punched in a three-ring binder. Proposals shall be organized, tabbed, and numbered in the order presented below:

- (A) Transmittal Cover Letter.
- (B) Executive Summary. Summarize the content of your firm's Proposal in a clear and concise manner.
- (C) Identification of Respondent. Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address.
- (D) Proposed Scope of Services.
  - (a) The scope of services should reflect the Scope of Services section of this RFP and where deviations are suggested they need to be spelled out in the Deviations section of the Proposal.
  - (b) Provide a detailed description of all proposed equipment.
  - (c) Provide a detailed description of the Respondent's ongoing maintenance program.
  - (d) Provide a detailed description of the Respondent's ongoing customer support program.
  - (e) Itemize any services within the scope of the project that are not listed in the Scope of Services section of the RFP (optional).
- (E) Personnel. Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the Project.
- (F) Work Plan. A detailed work plan summary of how the Respondent will address the City's objectives and Project requirements, including a timeline with milestones for completion of the Project.
- (G) References. Provide a minimum of three (3) professional references regarding the Respondent's experience and performance performing related work completed within the past twelve (12) months. Include the following information: (1) Organization contact name, phone number, e-mail address; and (2) Project size and description, if applicable, and description of services.

- (H) List of Representative Projects. List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project.
- (I) Funding Proposal.
  - (a) This RFP solicits services at no cost to the City of Claremont. Projects with self-sustaining business models are highly preferred. The proposed budget should demonstrate how the project is cost-neutral to the City of Claremont and self-sustaining.
  - (b) Proposals shall include an itemized, planning-level budget, including a breakdown of anticipated costs and revenues for the project. Revenue may be collected from the use of charging stations through advertising revenue, sponsorship, or charging for use of energy. The anticipated project financials will allow the City to evaluate the long-term financial viability of the proposed services.
  - (c) Demonstrate the Respondent's financial capacity to carry out the project, including necessary infrastructure investments.
- (J) Iran Contracting Act Certification. Respondents must complete the Iran Contracting Act Certification, attached hereto as Attachment "1."
- (K) Deviations from the RFP. Detail any proposed deviations from the scope of services or any other requirement specified in this RFP. In submitting a proposal in response to this RFP, Respondent is certifying that it takes no exceptions to this RFP and that it will accept the terms and conditions of the Professional Services Agreement, attached hereto as Attachment "3." If any exceptions are taken, such exceptions must be clearly noted in the Proposal and may be reason for rejection of the Proposal. As such, Respondent is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein, which will not be modified.
- (L) Letter of Intent. Respondents must include a Letter of Intent, which includes the Respondent's name, address, telephone number, fax number, and identify a contact person during the proposal evaluation period. The Letter of Intent must include a statement indicating that the Proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- (M) Sample Agreement. Respondent shall provide a sample professional services, license, and/or lease agreement for consideration. The proposed agreement is non-binding and

provided for discussion purposes only. The final agreement shall be negotiated between the City and Respondent.

#### 4.2 Submittal Instructions

To be considered, the City must receive from Respondent four (4) complete copies of the Proposal, at the address set forth below, prior to **2:00 p.m. local time on September 26, 2024**. The Proposals must be sealed in the enclosed yellow envelope. Respondent's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Respondent, e.g. Envelope 1 of 3, as required.

##### **By Mail**

City of Claremont  
Re: Electric Vehicle Charging Station  
Installation, Operation, and  
Maintenance Services  
207 Harvard Avenue  
Claremont, CA 91711  
Attn: Kristin Mikula, Community  
Services Manager

##### **In Person or by Courier**

City of Claremont  
Re: Electric Vehicle Charging  
Station Installation, Operation, and  
Maintenance Services  
207 Harvard Avenue  
Claremont, CA 91711  
Attn: Kristin Mikula, Community  
Services Manager

#### 5. INSURANCE REQUIREMENTS

The successful Respondent shall carry and maintain, at the successful Respondent's expense, at all times during the term of the agreement not less than the coverage and limits of insurance set forth in Article 8 of the Professional Services Agreement (Attachment "3"), which shall be maintained with insurers and under forms of policies satisfactory to the City. A summary of these requirements follows:

- Commercial General Liability* - limit \$1,000,000 per occurrence, \$2 million aggregate to cover bodily injury and property damage.
- Commercial Automobile Liability* - limit \$1,000,000 per occurrence, \$2 million aggregate to cover bodily injury and property damage.
- Workers' Compensation Insurance* - Statutory Limits of State of California, including \$1,000,000 Employers' Liability.
- Professional Liability* - (Errors and Omissions) in the amount of \$1,000,000.



Prior to award of the Professional Services Agreement, the successful Respondent shall submit proof of insurance on an Acord certificate of liability insurance (7/97) with an additional insured endorsement CG 2010 (11/85) and Waiver of Subrogation endorsement.

#### **5.1 Provision of Insurance**

Insurance required pursuant to this agreement shall be endorsed as follows:

- (A) Except for workers' compensation and professional liability insurance policies, name the City of Claremont, its directors, officials, officers, employees, agents and volunteers as additional insureds.
- (B) Waive all rights of subrogation against persons and entities designated to be listed as additional insureds in the policy.
- (C) State that such insurance is primary insurance as respects the interests of the additional insureds and that any other insurance maintained by the additional insureds is excess and not contributing insurance with the insurance required hereunder.
- (D) Provide that this policy may neither be canceled nor the amount of the coverage thereof reduced until 30 days after receipt by the City of a written notice of such cancellation or reduction of coverage, including a 10-day notice of nonpayment of premium, as evidenced by receipt of a registered letter.
- (E) The insurance company shall be an admitted carrier in the State of California with an A.M. Best rating of A:VIII or better.

In addition, the insurance shall be reasonably satisfactory to the City in all other respects.

### **6. EVALUATION PROCESS**

#### **6.1 Evaluation Criteria**

Proposals that meet the submittal requirements will be selected for further evaluation and negotiations by the City. Selection of the top proposals shall be based on the following criteria:

- (A) Financial Viability
- (B) Proposed Equipment
- (C) Qualifications

- (D) Experience with Similar Projects
- (E) References
- (F) Interview with Top Respondents

At the conclusion of the Proposal solicitation period, the City will review each submission, and then rank the Proposals according to evaluation criteria. Upon determination of the highest ranked firm, the City will endeavor to negotiate a mutually agreeable fee with the selected firm. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next firm selected by the City.

Respondents should note that the lowest cost proposal is not the sole determining factor in the final selection.

## 6.2 Award of Contract

If awarded, the contract will be awarded on the basis of demonstrated competence and professional qualifications. The City reserves the right to reject all proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

## 7. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to:

Kristin Mikula  
Community Services Manager  
Email: kmikula@ci.claremont.ca.us

All written questions will be answered in writing and conveyed to all firms on the Proposer's List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on September 16, 2024.

## 8. GENERAL PROVISIONS

Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal and to request additional information from any and all Respondents, including but not limited to personal or corporate financial statements or other financial documentation.

### **8.1 Amendments to RFP.**

The City reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

### **8.2 No Commitment to Award.**

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

### **8.3 Amendments to Proposals.**

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

### **8.4 Non-Responsive Proposals.**

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal. The City shall have sole discretion in determining the completeness of each Proposal.

### **8.5 Late Proposals.**

The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Any late or incomplete Proposals may not be considered.

### **8.6 Costs for Preparing.**

The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

### **8.7 Alternative Proposals.**

Only one final proposal is to be submitted by each Respondent. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

**8.8 Public Documents.**

All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

**8.9 No Exceptions.**

Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the Professional Services Agreement, should Respondent be selected.

## ATTACHMENT “1” SCOPE OF SERVICES

The project shall be split into the following phases:

Phase 1:

- Design, permit, construct, operate, and maintain five dual-port charging stations to replace existing chargers on City-owned property at no direct cost to the City.

Phase 2:

- Dependent on achievement of City’s objectives and successful deployment in Phase 1, Respondents may provide recommendations to expand into a scaled program for Phase 2, including deployment on other City-owned properties. The City shall, as its sole and absolute discretion, determine whether the project proceeds to Phase 2.

The following provides an outline of the scope of services to be provided to the City during the above phased implementation:

5. Project Planning and Design. Respondent shall provide siting, planning, design, and engineering of a turnkey EV charging solution, including all necessary related infrastructure. DC Fast charging is preferred where feasible.
6. Project Construction. Respondent shall furnish, install, and own publicly accessible EV charging stations and any necessary related infrastructure on City-owned property.
  - a. Respondent shall cover all costs and coordinate all tasks associated with permitting, equipment, infrastructure, and installation;
  - b. Respondent shall own all charging infrastructure while any permanent electrical improvements shall be owned and retained by the City;
  - c. Respondent shall provide proper EV parking signage and any necessary parking stall reconfiguration;
  - d. Respondent shall comply with all permitting, Americans with Disabilities Act (ADA), and parking requirements.
7. Operations, Maintenance, and Customer Service. Respondent shall provide operations, maintenance, and customer service for the charging stations for the duration of the contract, all through a turnkey solution as described herein. Respondent shall:
  - a. Meet hardware uptime and availability requirements of 97%+ annually
  - b. Provide customer service and station maintenance, including an 800-number for drivers
  - c. Conform to Open Charge Point Protocol (OCPP)

- d. Provide open access to the general public
  - e. Share data either continuously or at regular intervals (at least quarterly) with the City, including usage statistics and demographic data
8. Operating Costs and Revenues
- a. Respondent may establish a service charge and method of payment collection to recoup costs as well as any operating profit from users. The Respondent may also pursue additional revenue streams to cover its costs including station sponsorship, advertising, dwell time fees, or others to be evaluated by the City;
  - b. Its envisioned that pricing structure will be set by the Respondent and that the pricing structure may be changed over the course of the project to respond to market conditions. It is the City's preference that pricing remain less than the equivalent cost to fuel a gasoline vehicle and within 20% of the typical market charging prices in the area. The pricing structure shall be negotiated with the successful Respondent and will be included in the subsequent agreement. Any subsequent changes to the pricing structure must be approved by the City Manager and/or City Council.

**ATTACHMENT “2”**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**ATTACHMENT "3"**  
**CITY OF CLAREMONT**  
**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT BY AND BETWEEN THE CITY OF  
CLAREMONT AND [CONTRACTOR] FOR  
PROFESSIONAL [TYPE OF SERVICES] SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Claremont, a municipal organization organized under the laws of the State of California with its principal place of business at 207 Harvard, Claremont, California 91711 (“City”) and [insert Name of Company], a [insert type of business; corporation; limited liability company; etc.] with its principal place of business at [insert address] (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Turnkey Electric Vehicle Charging Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Contractor to render such services for the Electric Vehicle Charging Station Installation, Operations, and Maintenance project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional turnkey EV Charging services necessary for the Project (“Services”). The Services are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall apply and take precedence.

3.1.2 Term. The term of this Agreement shall be from December 1, 2024 to \_\_\_\_\_, unless extended pursuant to this Section. City shall have the right to extend

the Term for two (2) additional five-year terms ("Additional Term"). To exercise an extension, the City shall submit to Contractor at least sixty (60) days prior to the end of the Original Term or Additional Term, written notice of its intention to exercise an Additional Term. Each Additional Term may be exercised upon the condition that at the time of the exercise, both parties are then in compliance with the material terms and conditions of this Agreement on its part to be performed.

### **3.2 Fees and Payments.**

3.2.1 Compensation. The Contractor shall compensate City pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "C" and by this reference incorporated herein. Extra Work and/or Cost Increases may be authorized, as described below, and if authorized will be compensated at the rates and manner set forth in this Agreement

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates revenues received by Contractor. If the City disputes the statement, the City shall give written notice to Contractor within thirty (30) days of receipt of the disputed statement. Payment shall be made within thirty (30) days of an undisputed statement.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative, which may require the approval of the City Manager and/or City Council.

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such

additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule of Services, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All Services performed and work prepared by Contractor shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: [insert Name(s)].

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

3.3.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee

of Contractor or its sub-Contractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any Services or work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3.3.8 Safety. Contractor shall execute and maintain its work in the performance of the Services so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, and equipment and wearing apparel as are necessary or lawfully required to prevent accidents, or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3.9 Labor Code Requirements.

3.3.9.1 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 being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. If required by law or regulation, City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the

Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.3.9.2 Registration and Labor Compliance.** If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subContractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subContractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.4 Representatives of the Parties.**

**3.4.1 City's Representative.** City hereby designates [insert Name or Title], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

**3.4.2 Contractor's Representative.** Contractor hereby designates [insert Name or Title], or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

### **3.5 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold City, its 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, pertaining to, or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees, and other related costs and expenses. 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 survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

### **3.6 Insurance.**

3.6.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to 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 City that the subcontractor has secured all insurance required under this section.

3.6.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers'

Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.6.3 Professional Liability. [INCLUDE ONLY IF APPLICABLE - DELETE OTHERWISE] Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 [INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE] per claim, and shall be endorsed to include contractual liability.

3.6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its directors, officials, officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by Contractor or for which Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its directors, officials, officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail,



return receipt requested, has been given to City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its directors, officials, officers, employees, agents, and volunteers.

3.6.5. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City, its directors, officials, officers, employees, agents, and volunteers.

3.6.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its directors, officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to City.

3.6.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to 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, and shall be on forms provided by City if requested. All certificates and endorsements must be received and approved by City before the Services or work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **3.7 Accounting Records.**

3.7.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 3.7.2 Ownership of Materials and Confidentiality.

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

3.7.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

### **3.8 Subcontracting.**

3.8.1 Prior Approval Required. Contractor shall not subcontract any portion of the Services 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.

### **3.9 General Provisions.**

#### 3.9.1 Termination of Agreement.

3.9.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole 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.

3.9.1.2 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.

3.9.1.3 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.

3.9.2 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 Claremont  
P.O. Box 880  
Claremont, CA 91711  
Attn: [insert Name & Department]

CONTRACTOR:

[insert Name]  
[insert Address]  
[insert City, State zip]  
Attn: [Contact Person]

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.

3.9.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.9.4 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 have and recover from the non-prevailing Party reasonable attorneys' fees and all other costs of such action.

3.9.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.9.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.9.8 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.9.10 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.9.11 Construction; References; Captions. 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. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles, sections, and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.9.13 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.

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

3.9.15 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.

3.9.16 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subContractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.9.17 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer. In connection with this Agreement, Contractor shall not discriminate, in any way, against any person (including, but not limited to subcontractors, employees, or applicants for employment) based on any characteristic protected under federal law (such as Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2), State law (such as the California Fair Employment and Housing Act, Gov. Code § 12940), or local law. Examples of protected characteristics include, without limitation, race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.9.18 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 Workers' 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.

3.9.19 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

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

CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Attest:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary, **AND** CORPORATE SEAL OF  
CONTRACTOR REQUIRED]

Approved as to Form:

Rutan & Tucker, LLP

By: \_\_\_\_\_

City Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

[insert scope]

**EXHIBIT B**

**SCHEDULE OF SERVICES**

[insert schedule]



**EXHIBIT C**

**COMPENSATION**

[insert rates & authorized reimbursable expenses]