

**REQUEST FOR BIDS
FOR**

BID NO. CS-24-09

SIDEWALK REHABILITATION



NOVEMBER 2024

CITY OF CLAREMONT

**Community Services Department
Maintenance Division
1616 Monte Vista Avenue
CLAREMONT, CA 91711
909-399-5431**

**Any questions relative to this bid should be directed to:
Cari Dillman, Community Services Manager**

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CITY OF CLAREMONT

PROPOSAL NO. CS-24-09

NOTICE OF REQUEST FOR PROPOSALS

With this Request for Proposal (“RFP”), the City of Claremont, ("City" hereinafter), is requesting proposals (“Proposals” or “Bids”) from qualified Contractors (hereinafter referred to as “Respondent” or “Contractor” or “Bidder”) for the following services:

SIDEWALK REHABILITATION

To be considered for selection, three (3) complete hardcopy Bids must be submitted to the Community Services Department, of the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, or in electronic format to Cari Dillman, Community Services Manager at or before **2:00 p.m., December 17, 2024.** Electronic copies shall be addressed to Cari Dillman, cdillman@claremontca.gov, and Shelley Desautels, sdesautels@claremontca.gov.

The work is generally described as minor concrete repair and is located at various locations throughout the City. The City is home to over 24,000 trees that are planted in parkways throughout the City; trees that have established root systems often causing sidewalks to lift and crack. The majority of repairs for this project will be removal and repair of sidewalk panels and drive approaches. For greater efficiency, various locations throughout the City will be packaged together to provide CONTRACTOR with \$50,000 worth of work. The City has a list of locations for the CONTRACTOR to complete upon commencement of the contract. The work is completed as needed at the CITY’s will.

No proposal will be received unless it is made on the forms furnished by the City for this project. The forms are available on the City website at www.claremontca.gov. Additional documentation may be added, if desired. Please review the entire package before submitting your proposal. Incomplete submissions of any or all required Proposal Forms may be rejected as non-responsive.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The successful respondent will be expected to sign a Contract. A sample Contract is included in this document. The final Contract will include this request for proposal and the successful bidder’s response. Please do not execute the Contract at this time.

The successful bidder will be required to furnish City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Claremont Community Services Department or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all sub-CONTRACTOR(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and sub-contractors.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: A or C-8. In addition, the successful bidder will be required to self-perform 100% of the work.

The City of Claremont reserves the right to reject any or all proposals or any part of the proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or a modified project. Please read the insurance requirements and general provisions carefully, they are part of your submission and you must show proof of insurance and licensing to be considered a successful respondent.

For information regarding this Contract or proposal specifications, contact Cari Dillman at cdillman@claremontca.gov.

**THE CITY OF CLAREMONT ENCOURAGES THE PARTICIPATION OF MINORITY AND
WOMEN-OWNED BUSINESSES**

REQUEST FOR PROPOSAL

TO PROVIDE SERVICES FOR:

Bid No. CS-24-09

SIDEWALK REHABILITATION

With this Request for Proposal (“RFP”), the City of Claremont, (“City” hereinafter), is requesting proposals (“Proposals” or “Bids”) from qualified Contractors (hereinafter referred to as “Respondent” or “Contractor” or “Bidder”) for the following services:

SIDEWALK REHABILITATION

The purpose of the Proposal is to demonstrate the 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.

1. Contract Administrator

- a. The Contract Administrator through the RFP process is Cari Dillman, Community Services Manager. The Contract Administrator for this project is the Community Services Director, or his/her designated representative.

2. Project Requirements

2.1 Project Description

The City seeks to obtain Proposals from Contractors to perform the required SIDEWALK REHABILITATION for the City.

2.2 Scope of Work

The Respondent will be expected to fulfill, at a minimum, the services and technical requirements as described in the Scope of Services attached hereto as Exhibit “B.” All work is to be performed to the satisfaction of the Contract Administrator or his/her designee. Bidders are required to comply with all Federal and State of California regulations regarding safety standards involved in the performance of the work.

2.3 License Requirements

The successful Contractor must obtain a City of Claremont Business License and show proof that it possesses at a minimum a Class A or C-8 Contractor License or a combination of Specialty License(s) adequate to perform the work herein described as required by the State of California in conformance with performing the work.

2.4 Prevailing Wage

The Contractor is aware of the requirements of Labor Code Sections 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 certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages before submitting a Proposal from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. If Contractor is selected to perform the work, Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. If Contractor is selected to perform the work, Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to submit a Proposal, be listed in a Proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Proposal will be accepted nor any contract entered into without proof of the Contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Respondent and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

2.5 Insurance Requirements

The successful Respondent must provide the City with evidence of the following insurance coverage:

2.5.1 Comprehensive Commercial General Liability: Occurrence based with limits of \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

2.5.2 Comprehensive Automobile Liability: Coverage for “any auto” with limits of \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence.

2.5.3 Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance with limits of \$1,000,000 per accident for bodily injury or disease. Umbrella liability coverage may be used to meet required limits of liability.

3. Proposal Timeline

3.1 There will be no Pre-Bid Meeting for this project nor will there be private consultations.

3.2 Proposal Submission Deadline

3.2.1 To be considered, a Proposal must be received as stated in the Notice Requesting Bids prior to 2:00 p.m. on December 16, 2024.

3.2.2 Any Proposal received after the time specified herein shall be returned unopened to the Contractor.

3.2.3 The Proposals shall remain open and valid for a period of ninety (90) calendar days following the date set forth above.

3.3.3 The Contractor may withdraw the Proposal at any time prior to the close of the Proposal period, upon presentation of a written request to the City Clerk.

4. Proposal Requirements

4.1 Required Documents

Respondent's Proposal shall be on the City's Proposal Forms included in Exhibit "A." The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

To be considered complete, a proposal must include:

- (a) Cover Sheet
- (b) Cost Proposal
- (c) Information Regarding Contractor's Organization
- (d) Contractor's Statement of Experience and Financial Responsibility
- (e) Contractor's Statement of Ability to Provide Quoted Goods/Services/Equipment
- (f) Contractor's Work Force Form
- (g) Statement of Compliance with Insurance
- (h) Public Works Contractor Registration

4.2 Submittal Instructions

4.2.1 If submitting in hardcopy, the Bid shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name, address and telephone number of the Contractor.

4.2.2 The Contractor shall submit three (3) complete Bids, one (1) original and two (2) copies, and any related information to:

CITY OF CLAREMONT
Community Services Department
1616 Monte Vista Avenue
Claremont, California 91711

4.2.3 The Contractor shall print or type on the envelope:

**"BID for SIDEWALK REHABILITATION,
CS-24-09 DO NOT OPEN UNTIL: 2:00 p.m. on December 17, 2024"**

4.3 No Deviations from the RFP

The City will not consider any deviation from this RFP. In submitting a Proposal in response to this RFP, Respondent is certifying that it takes no exception to the RFP, including but not limited to: the Contract attached hereto as Exhibit "C." Respondent is directed to review the proposed Contract carefully and in particular the insurance and indemnification provisions therein.

5. Requests for Clarification

5.1 All questions, interpretations, or clarifications, either administrative or technical, must be requested in writing and directed to the Contract Administrator for the RFP process, Cari Dillman, Community Services Manager. The City must receive written requests for clarification no later than **Monday, December 9, 2024 at 5:00 p.m.** Such requests, if any, must be sent to the Contract Administrator by emailing cdillman@ci.claremont.ca.us.

5.2 Any interpretation or correction of the RFP documents rendered by the Contract Administrator shall be made immediately available to all other persons who obtained RFP documents from the City.

5.3 All addenda issued during the proposal period or forming a part of the documents issued for bid shall be listed in the Contract and shall be made part of the contract.

6. Evaluation and Selection of Bids

6.1 Each Contractor, by submission of a Bid, assents to each and every term and condition set forth within this specification and agrees to be bound thereby.

6.2 Any Bid which is incomplete, conditional or obscure, or which contains irregularities of any kind, may be cause for rejection.

6.3 The City shall award the Contract for the project to the lowest responsible bidder as determined by the City.

6.4 The City reserves the right to consider the competency and responsibility of all Contractors, and to use any information deemed necessary to establish the ability of any service company to perform all conditions of the Contract in order to avoid awarding a Contract to a company unable to produce the quality of service required and intended by this specification.

7. Rejection of Proposals

7.1 Issuance of this RFP and receipt of Proposals does not commit the City to award a Contract. City expressly reserves the right to postpone the RFP for its own convenience, to accept or reject any or all Proposals received in response to the RFP, to negotiate with one or more Respondents concurrently, or to cancel or abandon all or part of this RFP.

7.2 A reasonable belief by the City that an individual, firm, partnership, corporation, or association is financially interested in more than one Proposal may cause the rejection of all Proposals in which such financial interest exists.

7.3 A materially incomplete or non-responsive Proposals shall be rejected.

8. Error in Proposal

8.1 If, prior to the close of the Proposal period, a Contractor discovers an error in the Contractor's Proposal, the Contractor may submit a replacement Proposal prior to the time and date set as the deadline for submitting Proposals. The replacement Proposals shall clearly indicate that it supersedes the prior Proposal.

8.2 After the close of the Proposal period, an erroneous Proposal may not be reformed or modified by the Contractor; but the Contractor may request that the City release the Contractor due to an error in the Proposal. The City may release the Contractor so long as the integrity of the RFP process is not jeopardized, the error was a result of excusable neglect, and the Contractor is not advantaged. If the City releases the Contractor, the Proposal will be deemed to have been rejected and the Contractor shall be prohibited from performing all or any portion of the proposed Contract.

9. Award of Contract

If awarded, the Contract will be awarded to the Contractor submitting the lowest responsible bid. The City reserves the right to reject all Proposals and to Contract for services in a manner that most benefits the City, including awarding more than one Contract if desired.

10. Protests

10.1 Respondents may file a protest of a Proposal with the City's Director of Community Services. In order for a Contractor's protest to be considered valid, the protest must:

- (a) Be filed in writing within five (5) calendar days after the proposal opening date;
- (b) Clearly identify the specific irregularity or accusation;
- (c) Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- (d) Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

10.2 The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Respondent's sole and exclusive remedy in the event of the protest. Failure to comply with these procedures will constitute a waiver of any right to pursue the protest further, including filing a Government Code claim or legal proceedings.

11. General Provisions

11.1 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.

11.2 Alternate/Multiple Proposals Only one final Proposal is to be submitted by a Contractor. Multiple or alternate Proposals will result in rejection of all Proposals submitted by the Contractor. Should the City reasonably believe that an individual, firm, partnership, corporation, or

association is financially interested in more than one Proposal, it may cause the rejection of all Proposals in which such financial interest exists.

11.3 Non-Responsive Proposal 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.

11.4 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 couriers service and not signed for by the City.

11.5 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 the Proposal is selected.

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

11.7 City Investigation By preparing and submitting a Proposal to the City, the Contractor agrees that the City is authorized to conduct investigations into Contractor's background.

11.8 Amendments to Proposals No amendment, addendum, or modification to any Proposal 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.

11.9 Contractor's Duty to Examine the RFP The Contractor shall carefully review the RFP prior to preparation of its Proposal and shall immediately report any errors, inconsistencies, or omissions to the Contract Administrator.

11.10 No Exceptions Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in the RFP and the Contract should Respondent be selected.

**REQUEST FOR PROPOSALS
SIDEWALK REHABILITATION
CS-24-09
EXHIBIT A
PROPOSAL FORMS**

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

A. COVER SHEET

CONTRACTOR: _____

In compliance with the Request for Proposals for SIDEWALK REHABILITATION, Proposal No. CS-24-09, the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the services in the proposed RFP, which is enclosed herewith; and to do so in strict accordance with the provisions of the proposed Contract Documents.

This Proposal constitutes a firm offer to the City which cannot be withdrawn for 90 calendar days after the date set for submitting a Proposal.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract documents and any addenda thereto; that it has carefully examined all of the figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned also acknowledges receipt, understanding, and full consideration of the following addenda: _____.

The undersigned declares that the only persons or parties interested in this Proposal as principals are those named herein; that the Proposal is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the locations therein referred to; and Contractor proposes, and agrees if this Proposal is accepted, that Contractor will execute a Contract with the City of Claremont in the form annexed hereto to provide all necessary labor, machinery, tools, and to do all work and provide materials required as specified in the Contract documents according to the requirements of the City of Claremont as set forth; and that the Contractor will take as payment at the unit prices described in the Contract documents, as payment in full for the performed scope of work.

The undersigned Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, sub-contractors and consultants that are included in this Proposal.

Incorporated herein by this reference and made a part of this Proposal are the following forms which have been completed and submitted by the undersigned Contractor:

Item		Complete
A	Cover Sheet	_____
B	Cost Proposal	_____
C	Information Regarding Contractor's Organization	_____
D	Contractor's Statement of Experience and Financial Responsibility	_____
E	Contractor's Statement of Ability to Provide Quoted Goods/Services/Equipment	_____
F	Contractor's Work Force Form	_____
G	Statement of Compliance with Insurance	_____

The undersigned hereby represents that it has the authority to bind the Contractor and acknowledges that the representations made herein are made under penalty of perjury.

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE CITY OF CLAREMONT'S REQUEST FOR PROPOSALS FOR SIDEWALK REHABILITATION.

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

Email: _____

By: _____

Name (Print): _____

Title: _____

Dated: _____

**BID FORM
SIDEWALK REHABILITATION**

NAME OF BIDDER: _____

The undersigned Bidder hereby declares that it has carefully examined the location of the proposed Work, and has read and examined the Contract Documents, including specifications and all addenda, if any, for the following project:

SIDEWALK REHABILITATION; CS-24-09

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict compliance with the Contract Documents for the following UNIT PRICE:

Item No.	Description	Unit	Unit Price
1.	Sidewalk Replacement	Square Feet	
2.	Curb and Gutter Replacement	Linear Feet	
3.	Drive Approach	Square Feet	
5.	Split Face Curbing	Linear Feet	
8.	Minor Asphalt Work	Square Feet	

In case of discrepancy between the unit price and the total bid price cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. The City may recalculate the total bid price on the basis of the unit price and the Contractor agrees to be bound by such recalculation. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence work prior to the date stated in the City's Notice to Proceed.

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

C. CONTRACTOR'S ORGANIZATION

In submitting this Proposal, the Contractor represents that the Contractor has established an organization including an office or offices, communications, administrative staff, and the like; and that the Contractor's organization is fully adequate to conform to the requirements of this Proposal.

In support of these representations, Contractor shall set forth herein:

1.0 Contractor Name: _____

2.0 Type, if Entity: _____

3.0 Contractor Address: _____

Email: _____ Telephone Number: _____

4.0 How many years has Contractor's organization been in business? _____

5.0 How many year has Contractors' organization been in business under its present name?

Under what other or former names has Contractor's organization operated?

6.0 If Contractor's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Contractor's organization is legally qualified to do business:

10.0 What type of work does the Contractor normally perform with its own forces?

11.0 Within the last five years, has any officer or partner of Contractor's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

12.0 Provide the location, description, purpose, hours of operation, responsible contact person, phone number, and number of persons employed at the facility, for each of the Contractor's offices, yards or other sites that may, in any way pertain to the performance of the requirements of this Proposal.

12.1 Address of Office or _____

Other Facility: _____

Description purpose of the Facility: _____

Responsible Contact Person: _____

Phone Number: _____

Number of Employees: _____

12.2 Address of Office or _____
Other Facility: _____

Description purpose of the Facility: _____

Responsible Contact Person: _____

Phone Number: _____

Number of Employees: _____

13.0 Name, title, primary location, and phone number for person primarily responsible for each of the following functions as they relate to the performance of the requirements of this Proposal: staffing (hiring, assignment, scheduling of staff, and the like), work scheduling, equipment procurement, invoicing, and coordination of communications.

13.1 **Staffing**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.2 **Work Scheduling**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.3 **Equipment**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.4 **Invoicing**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

D. CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY

CONTRACTOR: _____

In submitting this Proposal, the Contractor represents that Contractor has a demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the proposed Contract in a manner that is satisfactory to the City. The Contractor represents that Contractor's financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that the Contractor is capable of performing the proposed Contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, Contractor shall set forth herein:

Experience

1. Contractor has been engaged in business under its present business name for ____ years.
2. Contractor's experience in work of a similar nature (type and magnitude) to that set forth in the RFP extends over a period of ____ years.
3. Contractor has satisfactorily completed all contracts awarded to it, except as follows:
(Name any and all exceptions and reasons therefor. Contractor shall attach and designate additional pages if necessary.)

4. Within the last five years Contractor has satisfactorily completed the following contracts covering work of a similar nature (type and magnitude) to that set forth in the RFP as follows:

Owner's name, address	Name of owner's representative	Type of work And year	Contract amount (rounded to closest thousand dollar)

Owner's name, address	Name of owner's representative	Type of work And year	Contract amount (rounded to closest thousand dollar)

References

Provide the names, addresses, and telephone numbers of three references for which the Contractor has performed, within the past five years, services that are similar in nature and scope to those described herein (do not include the City as a reference).

1. NAME OF REFERENCE: _____
ADDRESS & PHONE: _____

CONTACT PERSON: _____
TYPE OF PROJECT: _____
CONTRACT AMOUNT: _____
DATE OF COMPLETION: _____

2. NAME OF REFERENCE: _____
ADDRESS & PHONE: _____

CONTACT PERSON: _____
TYPE OF PROJECT: _____
CONTRACT AMOUNT: _____
DATE OF COMPLETION: _____

3. NAME OF REFERENCE: _____
ADDRESS & PHONE: _____

CONTACT PERSON: _____
TYPE OF PROJECT: _____
CONTRACT AMOUNT: _____
DATE OF COMPLETION: _____

List all licenses, permits, certifications, and/or other pertinent approvals that are legally required to perform all of the work and services.

Holder Name and Position	Required License / Permit / Certification	Date Granted

Attach a copy of the latest Annual Report, audited financial statements or balance sheets under separate cover clearly marked "CONFIDENTIAL."

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

**E. CONTRACTOR'S STATEMENT OF ABILITY TO PROVIDE QUOTED
GOODS/SERVICES/EQUIPMENT**

CONTRACTOR: _____

The Contractor is required to make a statement of how services will be provided. This statement must include: time period between award and start of service, number of personnel to be used providing services, experience of personnel, numbers and type of equipment to be used, and any other information you can offer that will help determine your ability to provide services or equipment.

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

F. CONTRACTOR'S WORK FORCE

The Contractor shall identify:

- A. Each labor or supervisory position by title that will make up the Contractor's work force needed to provide the described services.
- B. A sufficiently detailed explanation of the minimum qualifications for a person working in each position title, including any required certifications.
- C. A description of Contractor's employee training program.

The information provided in this attachment is for the purposes of determining the Contractor's commitment and preparedness to perform the required Services. Nothing in this form shall in any way be construed to remove, lessen, or relieve the Contractor from any responsibility prescribed by the Contract.

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS
1.	
2.	
3.	
4.	

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS
5.	
6.	
7.	
C. Description of Contractor's Employee Training Program	

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

G. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS

As a required part of the Contractor's submission, the Contractor must attach either of the following to this page:

- 1) Certificate of Insurance showing conformance with the requirements herein for each of:
 - A. *Comprehensive Commercial General Liability*: Occurrence based with limits of \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

Insurance carrier must be a California admitted carrier and have an A- or better AM Best rating.
 - B. *Comprehensive Automobile Liability*: Coverage for "any auto" with limits of \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence.
 - C. *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employers' Liability Insurance with limits of \$1,000,000 per accident for bodily injury or disease. Umbrella liability coverage may be used to meet required limits of liability.

All Certificates of Insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this Contract must:

- 1) Meet the conditions stated in the included contract for each insurance company that the Contractor proposes.
- 2) Cover any vehicle proposed to be used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled. The auto insurance certificate must state the coverage is for "any auto" and cannot be limited in any manner.

OR

- 3) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Contractor, will issue to the Contractor Policies of Insurance for Comprehensive General Liability, Automobile Liability, and Workers' Compensation in conformance with the requirements herein and Certificates of Insurance to the City showing conformance with the requirements herein.

REQUEST FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

H. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No Proposal will be accepted nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

REQUESTS FOR PROPOSALS

SIDEWALK REHABILITATION

CS-24-09

EXHIBIT B - PART I

GENERAL SPECIFICATIONS

1.00 GENERAL REQUIREMENTS

- 1.01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.02 CONTRACTOR shall provide at its expense all labor, materials, equipment, tools, services, and special skills necessary for the provision of concrete repair services, except as otherwise specified hereinafter. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.
- 1.04 CONTRACTOR shall, during the term of this CONTRACT, respond to all callbacks to the satisfaction of the CONTRACT ADMINISTRATOR, within two (2) hours of notification.
- 1.06 CONTRACTOR shall report to the CONTRACT ADMINISTRATOR all observations of: graffiti and other vandalism; illegal activities; transients; missing or damaged equipment or signs; hazards or potential hazards. The CITY will remove and/or repair reported graffiti, vandalism, damaged equipment, signs, or hazards.

2.00 PAYMENT AND INVOICES

- 2.01 The CONTRACTOR shall present monthly invoices for all work performed during the preceding month. Said invoice shall include all required certifications and reports as specified hereinafter. The invoice shall be submitted on or before the fifth (5th) day of each month in the amount of the compensation to be paid by the CITY for all services rendered by the CONTRACTOR under the terms and conditions of this CONTRACT. Said payment shall be made in a timely manner upon receiving the invoices, providing that all work performed during the preceding month has been inspected and accepted by the CONTRACT ADMINISTRATOR and that applicable certifications have been submitted in accordance with the provisions of this CONTRACT.
- 2.02 EXTRA WORK. Invoices for approved Extra Work shall be in a format acceptable to the CONTRACT ADMINISTRATOR, including attachments, such as copies of suppliers' invoices, which the CONTRACT ADMINISTRATOR may require to verify CONTRACTOR'S billing. Invoices for Extra Work shall be submitted on separate invoices. Unless otherwise requested by the CONTRACT ADMINISTRATOR, one invoice shall be submitted for each discrete and complete item of Extra Work.
- 2.03 DELETIONS. In the event the CITY transfers title or maintenance responsibility of the premises or a portion thereof, this CONTRACT shall continue in full force and effect, except said portion, at the discretion of the CONTRACT ADMINISTRATOR, may be deleted from the premises to be maintained and the CONTRACT sum shall be reduced accordingly.

- 2.04 ADDITIONS. The CONTRACT ADMINISTRATOR may, at his discretion, add new facilities to be maintained and/or require additional services. The CONTRACTOR shall be compensated for the additional facilities or services that are designated after the date of the commencement of this CONTRACT based on the submission of an approved maintenance cost of service, consistent in all respects with this CONTRACT, and shall contain all information as required in the request for additional services. The cost for additional services shall not exceed the cost to provide maintenance for similar facilities being maintained under this CONTRACT.
- 2.05 Additional compensation may be authorized at the discretion of the CONTRACT ADMINISTRATOR, subject to CITY budgetary conditions, for work deemed necessary by the CONTRACT ADMINISTRATOR due to extraordinary incidents or circumstances.

3.00 INSPECTIONS, MEETINGS, & REPORTS

- 3.01 The CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment and materials, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 3.02 The CONTRACTOR or his authorized representative may meet with the CONTRACT ADMINISTRATOR or his representative on each site at the discretion and convenience of the CONTRACT ADMINISTRATOR, for walk-through inspections.

4.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 4.01 The CONTRACT ADMINISTRATOR shall be responsible for the enforcement of this CONTRACT on behalf of CITY.
- 4.02 The CONTRACTOR shall be notified of service deficiency by delivery of a PERFORMANCE DEFICIENCY NOTIFICATION (EXHIBIT D) by the CONTRACT ADMINISTRATOR. Said notice will serve as formal notification to the CONTRACTOR that a sufficiently material service deficiency has occurred such that termination of this CONTRACT may result if satisfactory corrective action is not taken by the CONTRACTOR.

The PERFORMANCE DEFICIENCY NOTIFICATION will contain the acceptable time period for service correction. Upon notification to the CONTRACTOR that corrective action has been taken, said correction(s) will either be accepted or rejected. If accepted, part or all of the penalties (Liquidated Damages) may be waived, regardless of whether the CONTRACTOR has incurred loss as a result of said service failure.

The CONTRACTOR will be notified of correction acceptance status in writing. Should any correction not be accepted, a separate additional PERFORMANCE DEFICIENCY NOTIFICATION will be transmitted to the CONTRACTOR, thus increasing the number of DEFICIENCY NOTICES received by the CONTRACTOR.

If the CONTRACTOR should neglect or refuse or fail for any reason to perform the corrective work, the CITY may terminate the CONTRACT for non-performance pursuant to Section 3.5.1, Termination, of the CONTRACT.

- 4.03 If, in the judgment of the CONTRACT ADMINISTRATOR, CONTRACTOR is deemed to be non-compliant with the terms and obligations of the CONTRACT, the CONTRACT ADMINISTRATOR, may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct pro-rata from CONTRACTOR'S invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to the CONTRACTOR will be forwarded to the CONTRACTOR by the CONTRACT ADMINISTRATOR in a written notice describing the reasons for said action. The monthly PERFORMANCE DEFICIENCY NOTIFICATION report shall constitute reason for any deductions so imposed.
- 4.04 CONTRACTOR shall be given forty-eight hours (48) hours (two working days) notice to correct the non-compliance. If after the notice period expires, the CONTRACTOR fails to complete the required corrections, CITY will deduct pro-rata from CONTRACTOR'S invoice, and may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the CONTRACTOR.
- 4.05 The action above shall not be construed as a penalty but as adjustment of payment to CONTRACTOR to recover cost or loss due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

5.00 EXTRA WORK

- 5.01 The CITY may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the CONTRACT ADMINISTRATOR.
- 5.02 If the CONTRACT ADMINISTRATOR determines that the Extra Work can be performed by CONTRACTOR'S present work force, CONTRACT ADMINISTRATOR may authorize modification of the CONTRACTOR'S Routine Operations Schedule or Annual Calendar in order to compensate CONTRACTOR for performing said work.
- 5.03 Prior to performing any Extra Work, the CONTRACTOR shall prepare and submit a written quote including a description of the work, an estimate of labor and materials, and a schedule for completion. No work shall commence without written approval of the CONTRACTOR'S quote by the CONTRACT ADMINISTRATOR, which may require the approval of the City Manager and/or City Council.
- 5.04 In the event that CONTRACTOR'S quote for Extra Work is not approved, the CONTRACT ADMINISTRATOR reserves the right to perform such work with other forces.
- 5.05 All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work with the time allotted.
- 5.05 When a condition exists which the CONTRACT ADMINISTRATOR deems urgent, the CONTRACT ADMINISTRATOR may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the CONTRACT ADMINISTRATOR for approval.

6.00 CONTRACTOR'S DAMAGES

- 6.01 The CONTRACTOR'S operation shall not damage any private or public improvements; including sprinkler systems, utilities, brick work, landscaping (**including trees**), driveway, curb, gutter, sidewalk or pavement. Any damage to these or other facilities resulting from the CONTRACTOR'S operations shall be repaired or replaced in kind; i.e. plastic pipe shall be replaced with plastic, galvanized pipe shall be replaced with galvanized. The CONTRACTOR shall obtain a release from the individual property owner after repairing sprinklers to assure the CITY that the property owner is satisfied.
- 6.02 Any non-project related sprinkler/irrigation systems damaged shall be repaired by the CONTRACTOR at no additional cost within 48 hours of the time that the damage occurred. If any sprinkler/irrigation systems are damaged on Thursdays, said damage shall be repaired that day. If not completed within the said time limit, the CITY shall have the authority to complete such work and deduct cost plus three (3) percent administration thereof from any monies due or to become due to the CONTRACTOR.**

7.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 7.01 Report any emergency of a safety, security or health problem to the City Police Dispatcher (909-399-5411) including, but not limited to, an unlockable exterior door, broken ground floor window, plumbing stops or leaks, electrical power outage, cooling or heating malfunction or other similar problem that cannot wait to be repaired until the next work day. Emergency problems reported to the Dispatcher and non-emergency items that require attention shall be expeditiously submitted in writing to the CONTRACT ADMINISTRATOR on the next work day.
- 7.02 The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number. For hours beyond a normal 7 a.m. to 5 p.m. business day, an on call service shall be provided.
- 7.03 Whenever immediate action is required to prevent possible injury, death, or property damage, CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CONTRACT ADMINISTRATOR, charge the cost thereof to the CONTRACTOR, or deduct such cost from any amount due to the CONTRACTOR.
- 7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the CONTRACT ADMINISTRATOR. If any complaint is not abated within 24 hours, the CONTRACT ADMINISTRATOR shall be notified immediately of the reason for not abating the complaint followed by a written report to the CONTRACT ADMINISTRATOR within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the CONTRACT ADMINISTRATOR, the CONTRACT ADMINISTRATOR may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeited from payments owing to the CONTRACTOR from the CITY.
- 7.05 The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log

of complaints shall be open to the inspection of the CONTRACT ADMINISTRATOR at all reasonable times.

- 7.06 CONTRACTOR'S supervisor shall carry cell phones and shall respond to any call from the CITY within thirty minutes at any time. The CITY shall not call CONTRACTOR'S supervisor except during normal working hours.

8.00 SAFETY

- 8.01 CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all CITY, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said sites and keep a log indicating date inspected and action taken.
- 8.02 It shall be the CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The CONTRACT ADMINISTRATOR shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; mopping up wet floors; traffic cones to alert patrons of the existence of hazards; and the like, so as to protect members of the public or others from injury.
- 8.03 CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CONTRACT ADMINISTRATOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

9.00 HOURS AND DAYS OF MAINTENANCE SERVICES

- 9.01 The CONTRACTOR'S activities shall be confined to Monday through Friday, excluding City holidays and weekends. The CONTRACTOR'S activities shall be confined to the hours between 7:00 a.m. and 5:00 p.m. Working hours on arterial streets, including closure of travel lanes, will be allowed only between the hours of 9:00 a.m. and 3:00 p.m. Deviation from these hours will not be permitted without written request and the prior consent of the CITY, except in emergencies involving immediate hazard to persons or property.
- 9.02 In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.

- 9.03 Per State of California Labor Code, CONTRACTOR is directed to the following prescribed requirements with respect to the hours of employment. Eight (8) hours of labor under this CONTRACT shall constitute a legal day's work and said CONTRACTOR shall not require or permit any laborer, worker or mechanic, or any sub-contractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by State of California Labor Code Section 1815.

10.00 MAINTENANCE SCHEDULES

- 10.01 The CONTRACTOR shall, within thirty (30) days after the submittal of this CONTRACT, submit work schedules to the CONTRACT ADMINISTRATOR for review and approval. Said work schedules shall identify required operations and delineate the time frames for performance.
- 10.02 The CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance, and from time to time as requested by the CONTRACT ADMINISTRATOR. Said revisions shall be submitted to the CONTRACT ADMINISTRATOR for his review and approval, within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.

11.00 CONTRACTOR'S STAFF AND TRAINING

- 11.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 11.03 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in Exhibit A.
- 11.04 Each crew of CONTRACTOR'S employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section a crew is understood to be any individual worker or group of workers who might service any site without other CONTRACTOR'S supervisory personnel present.
- 11.05 CONTRACTOR shall have an "on-site" representative with authority to contractually bind CONTRACTOR in matters, which may arise during this CONTRACT performance period. CONTRACTOR shall provide, prior to commencement of work under this CONTRACT, in writing to the CONTRACT ADMINISTRATOR, a statement indicating by name the specific authority vested in the "on-site" representative. CONTRACTOR'S "on-site" representative shall be responsible for instructing and training of CONTRACTOR'S personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT. The "on-site" representative shall carry a cell phone and be available for consultation regarding problems on a daily basis at some time during regular working hours (7:00 a.m. to 5:00 p.m., Monday through Friday).
- 11.06 The CONTRACTOR shall require each of his personnel to adhere to basic working attire including uniform shirts clearly marked with the CONTRACTOR'S company name and employee name badges as approved by the CONTRACT ADMINISTRATOR. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR'S personnel at all times. Shirts shall be worn and buttoned at all times.

CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.

- 11.07 The CONTRACT ADMINISTRATOR may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR is, in the reasonable belief of the CONTRACT ADMINISTRATOR, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CONTRACT ADMINISTRATOR to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CONTRACT ADMINISTRATOR that the conduct and activities of CONTRACTOR'S employees will not be detrimental to the interest of the public patronizing the premises.
- 11.08 The CONTRACT ADMINISTRATOR may at any time order any of the CONTRACTOR'S personnel removed from the premises when, in the reasonable belief of the CONTRACT ADMINISTRATOR, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 11.09 At no time during the course of providing services under this CONTRACT shall the CONTRACTOR or any person employed by the CONTRACTOR have persons who are not employed by the CONTRACTOR present on CITY property. **No persons who are not employed by the CONTRACTOR** shall accompany the CONTRACTOR or any employee of the CONTRACTOR during the course of providing services under this CONTRACT.
- 11.10 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations.
- 11.11 CONTRACTOR's "on-site" representative shall be responsible for instructing and training of CONTRACTOR's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT.

12.00 NON-INTERFERENCE - NOISE

- 12.01 CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed by adhering to the normal work hours for these activities as set forth in Section 9.00.
- 12.02 In the event that the CONTRACTOR'S operations must be performed when persons of the public are present, CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

13.00 UTILITY USAGE

- 13.01 All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall provide necessary temporary distribution systems, including meters, if necessary,

from distribution points to points on the Work where the utility is needed. Upon completion of the Work, CONTRACTOR shall remove all temporary distribution systems.

- 13.02 CONTRACTOR shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- 13.03 All permanent meters Installed shall be listed in the CONTRACTOR's name until the Work is accepted.
- 13.04 If the Work is to be performed in existing City facilities, CONTRACTOR may, with prior written approval of CITY, use CITY's existing utilities. If CONTRACTOR uses CITY utilities, it shall compensate the City for utilities used.

14.00 REMOVAL OF HAZARDOUS MATERIALS

Should CONTRACTOR encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the CONTRACTOR shall immediately stop work at the affected Project site and shall report the condition to CITY in writing. CITY shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the CONTRACTOR to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of CITY and CONTRACTOR.

15.00 AIR POLLUTION CONTROL

CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, CONTRACTOR must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, CONTRACTOR shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. CONTRACTOR shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by CONTRACTOR, its subcontractors, or others for whom CONTRACTOR is responsible under its indemnity obligations.

16.00 COMPLIANCE WITH STATE STORM WATER PERMIT

- 16.01 Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") Water Quality Order No. 2009-0009-DWQ as modified by Order No. 2010-0014-DWQ, National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Discharges Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for

preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. Contractor shall include in its bid all costs of procuring the Permit and preparing the SWPPP, as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance in the Contract Price.

- 16.02 Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the City.
- 16.03 Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- 16.04 Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- 16.05 Failure to comply with the NPDES Permit is a violation of federal and state law. Contractor hereby agrees to indemnify, defend and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Work arising from Contractor’s failure to comply with the NPDES Permit.

17.00 CLEANING UP

- 17.01 Contractor at all times shall keep premises free from debris such as waste, rubbish, tree roots, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean all equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, dirt, or other stains caused by Contractor operations or equipment.
- 17.02 Contractor shall fully clean up the site at the completion of the Work prior to leaving the site. If the Contractor fails to immediately clean up at the completion of the Work, City may do so and the cost of such clean up shall be charged back to the Contractor.

18.00 CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

19.00 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these provisions shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order the City makes under the provisions of this Section, the City shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any moneys due or to become due the Contractor.

20.00 CONSTRUCTION WATER

Water use for construction purposes shall not exceed the optimum moisture content specified by the City Engineer. The usage of water shall not be permitted for any other purposes, unless specified by the City Engineer.

The Contractor shall notify and seek approval from the City Engineer prior to the usage of water for any construction purposes.

A City Inspector or his designee must be present during the usage of water for any construction purposes.

Contractor shall not use water from private properties for any reason.

NOTE: THE CONTRACTOR SHALL NOT USE ANY PRIVATE PROPERTY WATER PAID FOR BY THE PROPERTY OWNER. IF DONE SO WITH OUT WRITTEN PERMISSION FROM THE RESIDENT THE CONTRACTOR WILL INCUR LIQUIDATED DAMAGES IN THE AMOUNT OF \$500 PER INSTANCE PER DAY OF WHICH A PORTION WILL BE USED TO REIMBURSE THE RESIDENT CONSISTENT WITH THE AMOUNT OF WATER USED AS BILLED PER 100 CUBIC FEET (CCF).

The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter.

For a permit contact:
Golden State Water Company
Suite E, 915 W Foothill Blvd,
Claremont, CA 91711 (909) 626-1601

22.00 INSPECTION BY CITY

The City will inspect the quality and completeness of the Contractor's work and report any deficiencies to the Contractor. If tree roots of any size are encountered during the demolition or removals of any kind the City's inspector shall be notified so that a proper inspection by the City's arborists can be performed. The City's arborists may issue directives for grinding and or trimming of any inspected tree roots. These directives shall be complied with. If any tree root grinding and or trimming is not done properly, the Contractor shall compensate the City for damages following

the findings of the City's arborists. The Contractor shall request arborist inspections a minimum of 24 hours in advance of said inspection.

23.00 WATER POLLUTION CONTROL REQUIREMENTS

Contractor shall prevent the discharge of pollutants to storm water from concrete waste, vehicle & equipment cleaning, fueling, and maintenance, and material delivery & storage per the California Best Management Practice Handbook (BMP'S). This may include conducting wash-outs off-site or in designated areas, vacuuming of saw cut waste and slurry, sweeping of streets, curbs and gutters and training of employees and subcontractors.

Contractor shall refer to the California Storm Water Best Management Practice Handbook which outlines these specifications and definitions. This manual is available at the City Engineers office and certain pages are placed in the specifications section of these project specifications.

ONLY RAINWATER IS PERMITTED IN THE STORM DRAIN. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A FINE PER LA COUNTY MUNICIPAL STORM WATER PERMIT: R4-2012-0175.

24.00 MEASUREMENT AND PAYMENT

The unit bid price called for in the proposal shall include full compensation for all labor, material, equipment, saw-cutting, vacuuming, removal of existing sidewalk, curb and gutter, and disposal of the same from the job site; repair of damaged sprinkler systems, any utility facilities, landscaping, brick work cutting of roots and spraying of weed killer, as necessary to complete the work; maintenance of traffic control and signs; Best Management Practices (BMP's); any other incidental work to complete the work all in place, and not further compensation shall be made therefore.

25.00 WORK ON PRIVATE PROPERTY

Should any work be done on private property either per plan or by necessity to complete work per plan in the public right of way, the Contractor shall be responsible for contacting the private land or business owner in order to obtain permission on a City provided right-of-entry form prior to completing any work. Should any damage occur on private property and or to adjoining buildings the Contractor shall be responsible for repairing and or replacing all damaged property and shall match existing.

26.00 MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENT

The Contractor shall conduct his operation so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, provide safe pedestrian access and crossings, to prevent accidents and to protect the site of the work. During construction, the Contractor shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of the street shall be kept in reasonably good condition for traffic, including the necessary provisions for property drainage. Said provisions shall include, as a minimum, one land 10 feet minimum in width in each direction, both during and after work hours. Should the requirements of construction demand closing the full width of the street, such closing shall be allowed only after the Contractor has secured permission from the City Engineer and the duration

of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said area and provide and maintain barriers, guards, directional signs, watchmen and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be required by the City.

27.00 PUBLIC CONVENIENCE AND TRAFFIC CONTROL

The Contractor shall, at his expense, provide, place and maintain lighted precautionary traffic and construction signs, traffic cones, and painted barricades or provide flagmen in sufficient number to adequately control traffic in the construction area. The Contractor shall be mindful and respectful of pedestrian and vehicular traffic. Delineators shall be used for street barricading, shall be tied together, and must be at least 30 inches in height.

Should the Contractor fail to furnish sufficient precautionary traffic control devices within one (1) hour after notification by the City, the City shall place the necessary items or personnel and the Contractor shall be billed for said items or personnel.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7, "Public Safety," of the CalTrans Standard Specifications.

In addition to the above schedule, in the event that services of the City forces are required for the correction of traffic control conditions during hours other than the normal working hours of the City, an additional charge of five hundred dollars (\$500) per person per day shall be levied for each occurrence thereof.

If any component in the traffic control system is displaced or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system (except portable delineators placed along open trenches or excavation adjacent to the traveled way) shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the City Engineer, within the limits of the highway right of way.

At least five (5) working days prior to commencing work, the Contractor shall submit its construction schedule to the City for approval. This schedule shall allow residents ample "on street" parking within an 500-foot distance from their homes. The City will work with the Contractor to ensure a continuous schedule that will allow for this notification period. The notice shall include the day written in words and the date when the construction will begin.

The City will provide a sample letter at no cost to the Contractor. It shall be the Contractor's responsibility to complete the notification letter with the proper dates at the time of notification. Failure to meet notified schedule requires that the Contractor resubmit Notice to Residents within twenty-four (24) hours and reschedule paving at end of project. The Contractor may use the sample letter or submit its own letter for prior approval of the City.

Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least five (5) working days prior to the scheduled work of the streets affected.

The Contractor shall be responsible for furnishing, posting, and removing temporary “No Parking” signs along all routes. Signs shall be posted at all intersections, at end of cul-de-sac streets, and on each side of the street a maximum of 150 feet between signs. Signs may be attached to existing poles, street light standards, tied to parkway trees, or whatever is existing in the public right of way. When necessary, the Contractor shall furnish posts. **Nailing to trees will not be allowed.**

Full compensation for providing the traffic control system (including signs and notices) shall be compensated under the Traffic Control bid item and no separate payment will be made therefore.

28.00 ACCESS TO DRIVEWAYS

The Contractor is responsible for posting “temporary no parking” signs at least five (5) working days before using the street for construction purposes. In the case of work requiring excavation of the street which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. The City shall be notified of any driveway work 72 hours prior to starting work to enable coordination with the Police Department for on-street overnight parking. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

PART II
SCOPE OF WORK

1. **GENERAL SCOPE** - Bids shall include the costs for all labor, materials, tools and equipment, including temporary traffic control, necessary to remove and replace damaged public concrete sidewalk. Removal and replacement of damaged public and private concrete flat work and other types of masonry items. The work covered by this agreement would be 6" drive approaches, 4" P.C.C. sidewalk, 4" P.C.C. with some type of special finish or veneer, split face rock and cap curb, curb and gutter, regular curb, and removal and replacement of asphalt.
2. **QUANTITY OF WORK** - The amount covered by this Contract will vary depending on the area of work. The City will compile a list of locations before work is authorized. To the greatest extent possible the City will compile a list of locations that are geographically similar. Based on the quantities of work and unit cost, the City intends to complete \$50,000 of sidewalk work.
3. **STANDARDS** - All work shall be constructed in accordance with City standards (Attachments A and B).
4. **MONOLITHIC POURS** - Monolithic pours of curb, gutter, and sidewalk is not permitted. Sidewalk panels must be poured separately from curb and gutter.
5. **BASE MATERIAL** - The CONTRACTOR shall provide a minimum of 1" of compacted base material or as directed by City inspector.
6. **CONCRETE** - All concrete for the project shall have a minimum ultimate compressive strength at 28 days of 2,500 psi. Type II Portland Cement, Low alkali and shall conform to ASTM 520-C.
7. **CONCRETE FORM WORK** - General forms shall be constructed true to line and grade; shall conform to the shape and dimensions of the required concrete and shall be sufficiently tight to prevent the leakage of mortar and sufficiently rigid to prevent displacement or sagging between supports. Forms shall be so constructed that they can be removed without damage to the concrete. Forms for curved surfaces shall be so constructed and placed that the finished surface will not deviate from the arc of the curve, flat spots shall not be permitted.
8. **FINISHES** - Install concrete and cement finish work true to Lines, dimensions and Levels, and finish with smooth unblemished surfaces for interior work, exterior finishes specified on plans. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the City's right to require complete removal of defective work if patching does not restore quality and appearance of work. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish. The provisions of the Standard Specifications for Public Works Construction 1997 Edition, Section 303-5.5.3 shall apply. Finish all surfaces to present a uniform appearance throughout the area involved, and throughout adjacent areas with the same treatment. Where finishing occurs adjacent to finished metal or other finished surfaces, particularly where serrated or indented, remove all traces of cement film before it hardens. CONTRACTOR is responsible for making sure finished work shall be free of graffiti or any markings.

9. **TREES AND TREE ROOTS** - The City will inspect the quality and completeness of the CONTRACTOR's work and report any deficiencies to the CONTRACTOR. If tree roots of any size are encountered during the demolition or removals of any kind the City's inspector shall be notified so that a proper inspection by the City's arborists can be performed. The City's arborists may make recommendations for grinding and or trimming of any inspected tree roots. These tree roots shall be complied with. If any tree root grinding and or trimming is not done properly, the CONTRACTOR shall compensate the City for damages following the findings of the City's arborists. CONTRACTOR shall use drive approaches and sidewalk to travel to and from construction site. At no time shall heavy equipment or machinery be placed or drive on tree roots.

All work near and around CITY trees shall be completed according to the Tree Polices and Guidelines Manual (Attachment C).

10. **CLEANUP** - During all phases of construction, the CONTRACTOR shall maintain a clean work site. The CONTRACTOR shall be responsible for the removal and disposal of all concrete, A.C., tree roots, root grindings, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various contract items.

Bid No. CS-24-09

EXHIBIT C

SAMPLE AGREEMENT
May be subject to change

**AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT
AND [CONTRACTOR] FOR PARK RESTROOM CUSTODIAL
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 corporation of the State of California, located at 207 Harvard, Claremont, California 91711, ("City") and [insert Name of Company], a [insert type of entity - corporation, partnership, sole proprietorship or other legal entity] with its principal place of business at [insert address] (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [Building Custodial Services](#) to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the [Building Custodial Services](#) ("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 the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional [Building Custodial 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 any conflict between the provisions of this Agreement and the provisions of any exhibit, the provisions of this Agreement shall apply and take precedence.

3.1.2 Term. The term of this Agreement shall be from [insert start date] to [insert ending date], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 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.

3.2.2 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, 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.

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

3.2.4 City's Representative. The City hereby designates [the Maintenance Supervisor](#), 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 the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [\[insert Name or Title\]](#), or his or 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 the 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.

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

3.2.7 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 the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the 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 the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 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 the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the 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.

3.2.9 Insurance.

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

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the 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 the 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.

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

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

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the 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 the 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 the 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 the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.4 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 the City, its directors, officials, officers, employees, agents and volunteers.

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

3.2.9.6 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 the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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, 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.

3.2.11 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 1600, 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. 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 the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the 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.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [insert written dollar amount] (\$[insert numerical dollar amount]) without advance written approval of City's project manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the

initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 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.

3.4 Accounting Records.

3.4.1 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 the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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:

CONTRACTOR:

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

CITY:

City of Claremont
P.O. Box 880
Claremont, CA 91711
Attn: [Insert Name & Department]

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.

3.5.3 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.

3.5.4 Attorney's 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 losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the 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 or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages 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 not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6 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.

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

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

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

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 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 the 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.

3.5.12 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 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 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. 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of 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.

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

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

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

3.6 Subcontracting.

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

CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By: _____
City Manager

By: _____

Name: _____

Attest:

Title: _____

Shelley Desautels
City Clerk

[If Corporation, TWO SIGNATURES,
President OR Vice President AND

Secretary, **AND** CORPORATE SEAL OF
CONTRACTOR REQUIRED]

Approved as to Form:

Rutan & Tucker

City Attorney

By: _____

Name: _____

Title: _____

EXHIBIT D

PERFORMANCE DEFICIENCY NOTIFICATION

May be subject to change

The following performance deficiency has been observed and subsequently reported to your representative:

LOCATION: _____

DEFICIENCY: _____

NOTIFICATION:

CONTRACTOR'S REPRESENTATIVE: _____

DATE: _____ TIME: _____ METHOD OF NOTIFICATION: _____

In accordance with the provisions of this contract, corrective action must be completed within:

- _____ a) Immediately
- _____ b) Twenty-four (24) hours
- _____ c) Forty-eight (48) hours
- _____ d) Seven (7) days
- _____ e) Fourteen (14) days
- _____ f) Other specified timeframe: _____

Please initiate the necessary corrective action(s), and notify the inspector when complete.

COMMENTS:

Inspector