

**REQUEST FOR BIDS
FOR**

PROPOSAL NO. CS-24-08

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS



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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PROPOSAL NO. CS-24-08

REQUEST FOR PROPOSALS TO PROVIDE SERVICES

The CITY of Claremont, California, is requesting sealed proposals for the following Project:

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

To be considered for selection, three (3) complete hardcopy Proposals 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 5, 2024.** Electronic copies shall be addressed to Cari Dillman, cdillman@ci.claremont.ca.us, and Shelley Desautels, sdesautels@ci.claremont.ca.us.

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.ci.claremont.ca.us. 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.

Award shall be based on a best value evaluation. Criteria used for the evaluation will include: cost, responsiveness to specifications, references, previous performance, ability to provide services, consistency with current equipment, cleaning materials, and standards, unspecified value-added offerings by the bidder, implementation schedule and reports, and hazardous communication plan. The work will be awarded to the best responsible bidder, not solely based on lowest price.

The successful respondent will be expected to sign a Contract within thirty (30) days after notification that the bidder was successful. The initial term of the Contract is for three (3) years with two (2) optional one-year extensions. 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 the City with a Performance Bond equal to 100% of the successful PROPOSAL, and a Payment (Labor and Materials) Bond equal to 100% of the successful PROPOSAL, 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 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 subcontractor(s) under him, shall comply with all applicable Labor Code and Public Contract 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 subcontractors.

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 PROPOSAL and you must show proof of insurance and licensing to be considered a successful bidder.

A **MANDATORY** Pre-Bid Conference will be held at 1616 Monte Vista Avenue, Claremont, CA 91711 on the following date(s) and time(s): Wednesday, November 20, 2024 at 9:00 a.m. Each and every Bidder **MUST** attend the Pre-Bid Conference. Bids **WILL NOT** be accepted from any bidder who did not attend the Pre-Bid Conference.

For information regarding contract or proposal specifications, contact Cari Dillman by email at cdillman@ci.claremont.ca.us.

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

REQUEST FOR PROPOSALS
TO PROVIDE SERVICES FOR:
PROPOSAL No. CS-24-08

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:

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

The purpose of the Request for Proposals 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

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 designated representative.

2. Project Requirements

2.1 Project Description

The City seeks to obtain proposals from Contractors to perform custodial services for City-owned buildings. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks and incidental and customary work necessary to competently perform custodial services at all City-owned buildings.

2.2 Scope of Work

The Respondent will be expected to fulfill, at a minimum, the services and technical requirements as described in the Manner of Performing Services attached hereto as Exhibit “B.”

2.3 License Requirements

The successful Contractor must obtain a City of Claremont Business License throughout the term of the Contract.

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 comply fully with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/.

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. 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 alleged 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 within sixty (60) days after notification that the Respondent was successful:

2.5.1 Comprehensive Commercial General Liability: Occurrence based with limits of \$1,000,000 bodily injury per person, \$500,000 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, \$500,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence.

2.5.3 Workers' Compensation and Employers' 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 Proposal Submission Deadline

3.1.1 To be considered, the City must receive from Respondent a complete copy of the Proposal, at the address set forth below or in electronic form, prior to **2:00 p.m. local time on December 5, 2024.**

3.1.2 Any proposal received after the time specified herein shall be returned unopened to the Contractor.

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

3.1.3 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 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) Contractor’s Statement of Experience and Financial Responsibility
- (d) Proposal Bond Form
- (e) Information Regarding Contractor’s Organization
- (f) Contractor’s Statement of Ability to Provide Quoted Goods/ Services/Equipment
- (g) Statement of Unspecified Value-Added Offerings
- (h) Statement of Compliance with Insurance
- (i) Contractor’s Work Force
- (j) Contractor’s Acknowledgement
- (k) Hazard Communication Plan
- (l) Implementation Plan

4.2 Submittal Instructions

4.2.1 To be considered, the City must receive from Respondent a complete copy of the Proposal, at the address set forth below or in electronic form, prior to **2:00 p.m. local time on December 5, 2024**. Proposals submitted by mail, in person, or by courier must be sealed in an enclosed yellow envelope. Respondent’s name and address shall appear in the upper left-hand corner of the envelope. Proposals submitted in electronic form must be submitted to Cari Dillman, Community Services Manager, at cdillman@ci.claremont.ca.us and Shelley Desautels, sdesautels@ci.claremont.ca.us.

By Mail, In Person or by Courier	By Electronic Form
City of Claremont Re: Custodial Services For City-Owned Buildings 1616 Monte Vista Avenue Claremont, CA 91711 Attn: Cari Dillman, Community Services Manager	Re: Custodial Services For City-Owned Buildings Attn: Cari Dillman, Community Services Manager and Shelley Desautels, City Clerk cdillman@ci.claremont.ca.us and sdesautels@ci.claremont.ca.us

4.2.2 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 **5:00 p.m. on November 21, 2024**. 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 reserves the right to award a Contract to other than the lowest monetary bidder if determined to be in the best interest of the City. The City will evaluate the proposals on a "Best Value" basis, taking into consideration the following factors:

1. Cost
2. Responsiveness to Specifications
3. References/Previous Performance
4. Ability to Provide Service
5. Consistency with Current Equipment, Cleaning Materials and Standards
6. Unspecified Value Added Offerings by Respondent
7. Implementation Schedule
8. Hazardous Communication Program

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 proposal for its own convenience, to accept or reject any or all proposals received in response to the RFP 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. Guarantee Of Good Faith

8.1 All proposals shall be accompanied by cash, cashier's check, certified check, or bid bond, made payable to the CITY for an amount equal to and not less than ten percent (10%) of the amount of said proposal, and no proposal shall be considered unless such cash, cashier's check, certified check or bid bond is enclosed therewith.

8.2 Fifteen (15) days after the award of the contract, the CITY will, upon request, return the bid guarantees accompanying each of the proposals that are not to be considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

9. Error in Proposal

9.1 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.

9.2 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 and proposal 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.

10. Award of Contract

If awarded, the Contract will be awarded to the Contractor submitting the highest ranked Proposal. 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.

11. Protests

11.1 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.

11.2 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.

12. General Provisions

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 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.

12.8 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.

12.9 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.

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

**Contractor's Proposal to Provide Services for
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS**

PROPOSAL NO. CS-24-08

**EXHIBIT A
REQUIRED FORMS**

Contractor's Proposal to Provide Services
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS
PROPOSAL NO. CS-24-08

A. COVER SHEET

Contractor: _____

In compliance with the Request for Proposals for Custodial Services for City-owned Buildings Services, Proposal No. CS-24-08, 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 provision of the Contract Documents and any addenda thereto; that it has carefully examine 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 within ten (10) business days 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 Contractor's Statement of Experience and Financial Responsibility	_____
D Proposal Bond Form	_____
E Information Regarding Contractor's Organization	_____
F Contractor's Statement of Ability to Provide Quoted Goods/ Services/Equipment	_____
G Statement of Unspecified Value-Added Offerings	_____
H Statement of Compliance with Insurance	_____
I Contractor's Work Force	_____
J Contractor's Acknowledgement	_____
K Hazard Communication Plan	_____
L Implementation Plan	_____

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 CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS.

CONTRACTOR: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

By: _____

Name (Print): _____

Title: _____

Dated: _____

Contractor's Proposal to Provide Services
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

PROPOSAL NO. CS-24-08

B. COST PROPOSAL

Contractor: _____

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:

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS; CS-24-08

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 TOTAL ANNUAL PROPOSAL PRICE:

BASE BID SCHEDULE A

DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
Buildings		
Alexander Hughes Community Center		
Blaisdell Senior Center		
Cemetery Office		
City Hall		
Community Services Department		
Larkin Park Community Bldg		
Garner House		
Joslyn Annex		
Joslyn Center		
Weinberger Wing		
Police Department		
Police Department Portable (PACT)		
Police Department Potable (Conf Room)		
Police Department Portable (Evidence)		
Taylor Hall		
Youth Activity Center		
TOTAL ANNUAL BASE BID COST		

Total Annual Base Bid Cost in words:

In case of discrepancy between the unit price and the item cost set forth for a unit price item, the unit price (multiplied by the estimated quantity) shall prevail and shall be utilized as the basis for determining the bid price. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause or is omitted or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price, and the bidder 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.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Base Bid Price (please check the appropriate box), at the City's sole option. The City can choose to include one or more of the Alternate Bid items in the Work. If any of the Alternate Bid items are selected by the City, the corresponding amount shall be added to or deducted from the Total Base Bid Price for the Work. City can award/select Alternate Bid items at any time.

The basis of award will be on a "Best Value" evaluation based on the criteria mentioned above on Page 6 of this bid document. The submitted bid will be used to help evaluate the cost of a comprehensive custodial services program.

The CITY reserves the right to expand the scope of service and term of this contract based on the cost per location mentioned above up to an increase of 25% of the original contract amount. Price(s) given above are firm for 180 days after date of submittal.

ADDITIVE ALTERNATE #1

ITEM NO.	DESCRIPTION	Monthly Price	Annual Price
A1	Sanitize mats at Alexander Hughes Center Daily		
ALTERNATE BID #1 TOTAL:			
Total Alternate Bid #1 in Words:			

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ADDITIVE ALTERNATE #2 and #3

ITEM NO.	DESCRIPTION	Annual Price
A2	Clean all interior/exterior windows and window screens in January, April, July, and October.	
A3	Clean the exterior windows of the parking structure elevators in January, April, July, and October.	
ALTERNATE BID #2 TOTAL:		

Total Alternate Bid #2 and 3 in Words:

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**Contractor's Proposal to Provide Services for
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS**

PROPOSAL No. CS-24-08

C. 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)

References

Provide the names, addresses, and telephone numbers of five 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: _____

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

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

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

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

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

4. NAME OF REFERENCE:

ADDRESS & PHONE:

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

5. NAME OF REFERENCE:

ADDRESS & PHONE:

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

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

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

PROPOSAL No. CS-24-08

D. PROPOSAL BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS that, _____ hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter call the Surety, are held and firmly bound unto the City of Claremont, hereinafter called the Obligee, on order, in the sum of _____ Dollars (\$_____) (being at least ten percent (10%) of the total amount of Principal's PROPOSAL price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its PROPOSAL for the project entitled _____ to the Obligee, the PROPOSAL, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if Principal's PROPOSAL is rejected or, in the alternate, if the Proposal is accepted and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, all in the form and within the time required by the PROPOSAL and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be impaired or affected by any extension of the time within which the Obligee may accept such Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

Signed this _____ day of _____, 20____.

BY: SURETY _____

BY: PRINCIPAL _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

REQUEST FOR PROPOSALS
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

PROPOSAL No. CS-24-08

E. INFORMATION REGARDING 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/Supplies**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.4 **Invoicing**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

REQUEST FOR PROPOSALS
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS
PROPOSAL No. CS-24-08

H. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE

Contractor: _____

As a required part of the Bidder's Proposal, the bidder must attach either of the following to this page.

- 1) Certificate of Insurance showing conformance with the requirements herein for each of:

Comprehensive General Liability

Automobile Liability

Workers' Compensation

OR

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

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 agreement for each insurance company that the Contractor proposes, and
- 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 that the coverage is for "any auto" and cannot be limited in any manner.

REQUEST FOR PROPOSALS
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

PROPOSAL No. CS-24-08

I. CONTRACTOR'S WORKFORCE

Contractor: _____

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 list and description of the qualifications of other pertinent staff that are not to be directly committed to this project but who will be available to support, consult, perform Extra Work, etc.
- D. 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	C. TOTAL ANNUAL HOURS
1.		
2.		
3.		

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS	C. TOTAL ANNUAL HOURS
4.		
5.		
6.		
7.		
8.		
9.		
10.		

D. Other Staff Support Title	Description / Qualifications
1.	
2.	
3.	
4.	
5.	
E. Description of CONTRACTOR'S employee training program	

REQUEST FOR PROPOSALS
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS

PROPOSAL No. CS-24-08

J. CONTRACTOR'S ACKNOWLEDGEMENT

Contractor: _____

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE CONTRACT AND SPECIFICATIONS TO THE CITY OF CLAREMONT'S CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS, PROPOSAL CS-24-08.

CONTRACTOR's Signature

Print Name and Title

Bid No. CS-24-08

EXHIBIT B

MANNER OF PERFORMING SERVICES

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 custodial maintenance 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.
- 1.03 CONTRACTOR is hereby required to render and provide custodial maintenance services including, but not limited to; dusting, wiping, polishing, mopping, buffing, vacuuming, sweeping, and cleaning offices, hallways, meeting rooms, building restrooms, kitchens, elevators, and lunchrooms as well as park restrooms and all other maintenance required to maintain the areas included in this CONTRACT in a safe, attractive, and usable condition.
- 1.04 Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed; thoroughly familiar with CONTRACT requirements and prepared to provide all services required. Failure to provide full services from the first day of work under this CONTRACT may result in deductions from payment.
- 1.05 CONTRACTOR shall, during the term of this CONTRACT, only use personnel who have passed a background evaluation. The City will not allow services to be performed by members of the CONTRACTOR'S organization until a background evaluation is performed and the Department of Justice has indicated that they have passed. CONTRACTOR shall bare the full cost of the background evaluation for all its employees working under this CONTRACT. CONTRACTOR to notify CONTRACT ADMINISTRATOR of any changes to CONTRACTOR'S work personnel.
- 1.06 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.
- 1.07 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.
- 1.08 The following is an excerpt from Senate Bill 20, Displaced Janitor Opportunity Act. The full text of the bill is attached hereto as Exhibit C.

“The successful CONTRACTOR OR SUBCONTRACTOR shall retain, for a 60-day transition employment period, employees who have been employed by the terminated CONTRACTOR or its SUBCONTRACTORS, if any, for the preceding four months or longer at the site or sites covered by the successful service contract unless the successor CONTRACTOR or successor SUBCONTRACTOR has reasonable and substantiated cause not to hire a particular employee based on that employee’s performance or conduct while working under the terminated contract.”

By signing and/or authorizing this submittal, the CONTRACTOR acknowledges that they have read and understood the meaning, intent and requirements of said Act; and acknowledges said Act is included as part of this cost, and the CONTRACTOR will be required to abide by the terms of said Act.

2.00 FACILITIES TO BE MAINTAINED

2.01 The facilities to be maintained under the provisions of this CONTRACT are located at:

Buildings	Square Footage	Address
Alexander Hughes Community Center	32,000 sq ft	1700 Danbury Road
Blaisdell Senior Center	1,500 sq ft	440 S. College Avenue
Cemetery Office	900 sq ft	410 Sycamore Avenue
City Hall	22,000 sq ft	207 Harvard Avenue
Community Services Department	8,180 sq ft	1616 Monte Vista Avenue
Motor Fleet office		1616 Monte Vista Avenue
Maintenance and Sanitation offices		1616 Monte Vista Avenue
Larkin Park Community Building	800 sq ft	660 Mountain Avenue
Garner House	6,200 sq ft	840 N. Indian Hill Boulevard
Joslyn Annex	2,880 sq ft	660 Mountain Avenue
Joslyn Center	6,100 sq ft	660 Mountain Avenue
Weinberger Wing	1,000 sq ft	660 Mountain Avenue
Police Department	8,200 sq ft	570 W. Bonita Avenue
Police Department Portable (PACT)	1,500 sq ft	570 W. Bonita Avenue
Police Department Portable (Conf Rm)	1,500 sq ft	570 W. Bonita Avenue
Police Department Portable (Evidence Rm)	1,500 sq ft	570 W. Bonita Avenue
Taylor Hall	8,600 sq ft	1775 N. Indian Hill Boulevard
Youth Activity Center	6,200 sq ft	1717 N. Indian Hill Boulevard

2.02 CONTRACTOR acknowledges personal inspection of the sites and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the premises in their present physical condition and agrees to make no demands upon CITY for any improvements or alterations thereof.

3.00 PAYMENT AND INVOICES

3.01 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.

- 3.02 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.
- 3.03 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.
- 3.04 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.
- 3.05 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.

4.00 INSPECTIONS, MEETINGS, & REPORTS

- 4.01 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.
- 4.02 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.
- 4.03 CONTRACTOR shall provide to the CONTRACT ADMINISTRATOR completed Safety Data Sheets (SDS) and/or regular reports as the CONTRACT ADMINISTRATOR deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CONTRACT ADMINISTRATOR pertinent information relative to this CONTRACT.
- 4.04 Upon commencement of the contract, CONTRACTOR shall meet with the CONTRACT ADMINISTRATOR to discuss a transition plan and implementation schedule.

5.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 5.01 The CONTRACT ADMINISTRATOR shall be responsible for the enforcement of this CONTRACT on behalf of CITY.
- 5.02 The CONTRACTOR shall be notified of service deficiency by delivery of a PERFORMANCE DEFICIENCY NOTIFICATION (EXHIBIT E) 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.

- 5.03 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.
- 5.04 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.
- 5.05 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.

6.00 EXTRA WORK

- 6.01 The CITY may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the CONTRACT ADMINISTRATOR.

- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work with the time allotted.
- 6.05 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.

7.00 CONTRACTOR'S DAMAGES

- 7.01 All damages incurred to existing facilities by the CONTRACTOR'S operation shall be repaired or replaced, by the CONTRACTOR or by other forces, all at the discretion of the CONTRACT ADMINISTRATOR, all at the CONTRACTOR'S expense.

8.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 8.01 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.
- 8.02 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.
- 8.03 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.

- 8.04 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.
- 8.05 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.
- 8.06 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.

9.00 SAFETY

- 9.01 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.
- 9.02 CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a Hazardous Communication Program, as part of the submittal that will describe the following:
- A. Safety Data Sheets: SDS must be in English and include information regarding the specific chemical identity and common names that will be used during the course of performing services under this CONTRACT. SDS must provide information about the:
- Physical and chemical characteristics
 - Health effects
 - Exposure limits
 - Carcinogenicity (cancer-causing)
 - Identification (name, address, and telephone number) of the CONTRACTOR responsible for preparing the sheet
 - SDS must be readily accessible to CONTRACTOR and CITY employees in their work area where the hazardous chemicals are stored.
- B. Container Labeling: Labels must be legible, in English and the identity of the chemical must match SDS. Each container of hazardous chemicals entering City-owned buildings and park restrooms must be labeled or marked with the following information:

- Identity of the chemical
- Appropriate hazard warnings
- Name and address of manufacturer
- Target organ effects

C. Training: CONTRACTOR shall describe the training program for their employees who are exposed to hazardous chemicals in their work area. The training should include:

- Explanation of the HazCom program, including information on labels, SDS, and how to obtain and use available hazard information
- Hazards of chemicals
- Protective measures
- How to detect the presence or release of a hazardous chemical

9.03 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.

9.04 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.

10.00 WATER AND MS4 COMPLIANCE

10.01 CONTRACTOR shall comply with all with all state and local water usage requirements.

10.02 CONTRACTOR shall comply with water conservation practices required by the CITY.

10.03 CONTRACTOR shall be in compliance with all Municipal Separate Storm Sewer System requirements.

11.00 HOURS AND DAYS OF MAINTENANCE SERVICES

11.01 The basic daily hour of maintenance service for buildings shall be **10:00 p.m. to 6:00 a.m.**, which shall be considered normal work hours as may pertain to any other provision of the CONTRACT.

11.02 CONTRACTOR shall be responsible for locking and securing the buildings, including alarm systems, when leaving.

11.03 The CONTRACTOR shall not duplicate keys to buildings; additional keys, as needed, shall be provided by the CONTRACT ADMINISTRATOR.

11.04 All lights are to be turned off when leaving unoccupied buildings.

- 11.05 CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours **seven (7) days per week**. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the CONTRACT ADMINISTRATOR.
- 11.06 CONTRACTOR employees shall not use City phones, computers, copiers, fax machines, or other such equipment.
- 11.07 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 subcontractor 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.

12.00 MAINTENANCE SCHEDULES

- 12.01 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.
- 12.02 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.

13.00 CONTRACTOR'S STAFF AND TRAINING

- 13.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 13.02 In cooperation with the Claremont Police Department, CONTRACTOR shall pay for background checks on all personnel providing custodial services for this contract. In the event such background check reveals an item, which Claremont Police deems a security problem, CITY may request that such individual be removed from the list of personnel authorized to provide custodial services in CITY facilities.
- 13.03 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in **Exhibit B**.
- 13.04 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.
- 13.05 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).

- 13.06 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.
- 13.07 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.
- 13.08 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.
- 13.09 The CONTRACTOR shall require each of his personnel to obtain a City of Claremont issued identification card that is to be worn at all times while working in City property. A City of Claremont identification card will be issued only to personnel that have passed a City background check via Live Scan.
- 13.10 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.
- 13.11 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations.
- 13.12 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.

14.00 NON-INTERFERENCE - NOISE

- 14.01 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 11.00.
- 14.02 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.

15.00 USE OF CHEMICALS

- 15.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws. CONTRACTOR must demonstrate safety procedures for use of chemicals, as described in Section 9.02.
- 15.02 Records of all operations, including applicators names stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 15.03 Safety Data Sheets (SDS) and sample labels shall be provided to the CONTRACT ADMINISTRATOR for all products and chemicals used within the City, and shall be on site during any application, mixing or transporting of these products and chemicals. SDS are to be revised annually at the beginning of each year.
- 15.04 No chemicals or cleaning agents shall be stored at any facility without the express written permission of the CONTRACT ADMINISTRATOR, but shall be carried to and from the job site daily. If storage is allowed, SDS sheets must be stored with chemicals in a binder that is displayed in a visible location and each container shall be labeled appropriately.
- 15.05 Materials used by CONTRACTOR in the performance of this CONTRACT, including but not limited to cleaning supplies and paper products, shall consist only of those specific types and brands approved in writing by the CONTRACT ADMINISTRATOR.

PART II

TECHNICAL SPECIFICATIONS

The CONTRACTOR will perform the following custodial maintenance services at the buildings described in Section 2.00.

16.00 SPECIAL PROVISIONS

- 16.01 **CONTRACTOR WORK VERIFICATION:** CONTRACTOR shall verify the time of arrival and time of departure of each of its employees for each facility that is to be maintained under this CONTRACT by use of a sign in/out sheet. A copy of the maintenance log shall be maintained at each respective maintenance location as described in Section 17.00 of the Technical Specifications.
- 16.02 **FOOD PREPARATION AREAS:** The cleaning of refrigerators, microwave ovens, ovens, or other appliances, with the exception of those listed in Section 17.00 of the Technical Specifications, within kitchens or lunchrooms is not included in this contract. Any requests to clean this type of equipment will be considered “extra work”.
- 16.03 **ELEVATORS AND STAIRWELLS:** All building locations that have elevators and stairwells require thorough cleaning of the elevators and stairwells. These cleanings consist of completing items F, H, and I from the list of Daily Activities described in section 18.00 of the Technical Specifications.
- 16.04 **STORAGE AREAS:** Lockable storage areas are available in most buildings and a 6-foot by 10-foot storage closet is available in the City Yard for storage of your supplies. Storage areas are to be kept clean and in an orderly manner. It will be the CONTRACTOR’S responsibility to provide locks to secure these areas.
- 16.05 **BACK CHARGES:** If for any reason, during the term of this CONTRACT, CITY staff are needed to correct deficiencies in the CONTRACTOR’S operation, payment will be withheld and an “Intent to Back Charge Notice” given to the CONTRACTOR wherein he agrees that payment will be restored when the signed notice is returned agreeing to the charges of \$40.00 per hour for full-time and \$20.00 for part-time.
- 16.06 **DISPOSAL OF RECYCLABLE MATERIAL:** All material found in the recycle containers in all CITY-owned buildings must be disposed of at the Community Services Yard located at 1616 Monte Vista Avenue. Disposal location at the yard of all recyclable material will be in an identifiable 3-yard bin.
- 16.07 **SPECIAL CLEANING:** Building locations indicated with “TAG” will need special cleanings as scheduled by the CONTRACT ADMINISTRATOR. These cleanings consist of completing items B, G, H, I, and J from the list of Daily Activities described in section 18.00 of the Technical Specifications.
- 16.08 **CLEANING PRODUCTS:** Only cleaning products recognized under the United States Environmental Protection Agency Design for the Environment (DfE) Program are to be utilized. Products can be found at <http://www.epa.gov/dfe/pubs/projects/formulat/formparti.htm#cleaners>. The CONTRACTOR is responsible for supplying all wastebasket liners, seat covers, soap,

paper towels, and toilet paper. All paper products shall contain a minimum of 20% post-consumer material. Wastebasket liners shall contain resins that are 100% recyclable and inks and colorants that are heavy metal free.

17.00 SERVICE SCHEDULES

Buildings	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	"TAG"
Alexander Hughes Community Center		X	X	X	X	X	X	X
Blaisdell Senior Center		X	X	X	X	X		X
Cemetery Office	X		X		X			
City Hall	X	X	X	X				
Community Services Department	X	X	X	X	X			X
Motor Fleet office	X	X	X	X		X		
Maintenance and Sanitation offices	X	X	X	X				
Larkin Park Community Building	X	X	X	X	X	X		
Garner House	X		X		X			
Joslyn Annex		X		X		X		
Joslyn Center		X	X	X	X	X		X
Weinberger Wing	X	X	X	X	X			
Police Department	X	X	X	X	X	X	X	
Police Department Portable (PACT)	X	X	X	X	X			
Police Department Portables (Conf Room)	X							
Police Department Portables (Evidence Rm)	X	X	X	X	X	X		
Taylor Hall	X				X	X		X
Youth Activity Center		X	X	X	X	X		X

A. Police Department

- Daily activities as indicated in Section 18 shall be completed nightly, 365 days a year including weekends and holidays.
- The maintenance of the resilient flooring in the hallways is required. Floors must be swept and mopped nightly to maintain high luster. Floors must be spray buffed with a High Speed Spray Buffing machine three times per week on Mondays, Wednesdays, and Thursdays.
- The flooring must be scrubbed and waxed monthly.
- Entire hard surface floor must be stripped and waxed and burnished using an Ultra High Speed Burnishing machine quarterly.

B. Alexander Hughes Community Center and City Hall

- Includes a day porter assignment from the hours of 7:00 a.m. to 9:00 a.m. Monday through Friday at Alexander Hughes Community Center and Monday through Thursday at City Hall to clean off building entries, police trash in the parking lot, and water exterior/interior potted plants.
- Dust mop exercise mats at each visit.
- Sanitize mats weekly.

- C. Taylor Hall
 - Floors to be spray buffed every Friday.
 - Entire hard surface floor must be stripped and waxed quarterly.
- D. Parking Structure
 - Clean restrooms, clean elevators, clean stairwells and platforms within 20' of elevators, police areas and remove trash daily.
- E. Community Services Department
 - Thursdays, restock of paper products needed in Building B only.

18.00 EACH SITE VISIT

- A. KITCHENS AND LUNCHROOMS: Clean all sinks, stove tops, dining room tables and/or countertops with germicidal soap and water. Wash any dishes left in kitchen sinks, particularly in City Manager's Office, and place appropriately for storage.
- B. Empty trash containers; re-line as needed with properly sized bags; wipe containers clean, as necessary; remove all trash to a designated central location for disposal. Empty all recycle containers; re-line as needed with properly sized bags; wipe containers clean, as necessary, and remove all recyclable material to the City Yard located at 1616 Monte Vista Avenue. [Note: only applies to sites without their own recyclable material bin located directly outside the facility.] Trash bags are to be supplied by the CONTRACTOR and shall be of appropriate size.
- C. Hand dust and/or damp wipe, without streaking, all flat surfaces, including but not limited to, counters, receptionist counters/desks and office furnishings such as file cabinets, desk chairs, tables, bookcases; hand dust all other types of office furnishings such as telephones, lamps, pictures, thermostats, fire extinguishers; personal desktops shall be excluded unless the employee has cleared the desk top and requested cleaning. City Manager's Office to be thoroughly dusted including cabinets, desks, shelving, blinds, and window sills.
- D. Remove all finger marks, smudges, and other marks around light switches, doorknobs, entry doors, metal partitions, and corridor walls.
- E. Dry wipe all chalkboards when chalkboards contain no writing/drawings; vacuum chalk dust from chalk trays and erasers; clean marker boards with appropriate cleaning solutions, as needed, when board contains no writing/drawings.
- F. Damp mop all resilient floors; sweep all stairways and landings.
- G. Vacuum all high traffic and open carpeted areas, including offices and conference rooms. Spot clean carpets as needed. City Manager's Office is to be thoroughly vacuumed including under desks, tables, and along baseboards.
- H. Clean glass entrance doors, inside/outside including adjacent door windows; spot clean metal framing, as needed.
- I. Clean all outside entryways 20 feet from each door way and clean out outside ashtrays

at entrance of any building including structural coverings.

J. Clean restrooms and showers:

1. Use germicidal detergent to clean all toilets and standard urinals, inside and outside including seats; clean and polish all flushometers and piping;
2. WATERLESS URINALS: Remove any foreign objects in the urinal, mist all urinal surfaces with a neutral or all-purpose cleaner, wipe clean with a soft sponge or a cleaning cloth, dry the surfaces with a soft cloth, and **DO NOT** pour excess or soiled water down the waterless urinal; [Note: Contractor is not responsible for the purchase of waterless urinal cartridges.]
3. Clean all wash basins/sinks and wipe dry; clean and polish all basin fixtures and exposed pipes underneath with germicidal detergent;
4. Clean all mirrors, shelves under mirrors, and other shelves or brackets;
5. Spot clean partitions, doors, wall areas, and remove graffiti, as needed;
6. Fill all paper and soap dispensers; wipe clean all dispensers and trash receptacles (no refill supplies shall be stocked in vicinity of dispenser);
7. Damp mop floor using germicidal detergent; wet mop ceramic tile.
8. Completely sanitize shower floors and walls at all facilities.
9. Wipe down all restroom tile in and around sinks, counters, partitions, toilets, and urinals.

K. Sanitize mats at Alexander Hughes Center.

19.00 WEEKLY ACTIVITIES

Those items listed under EACH SITE VISIT and:

- A. Detailed vacuum under desks, along baseboards, and other low traffic areas that are not vacuumed daily.
- B. Wipe clean all chrome, aluminum, stainless steel and other metal trims, such as, but not limited to, push plates, kick plates, door handles, and railings.
- C. Spray buff all resilient floor areas to a high luster. Buff all wood flooring to manufacturer specifications.
- D. Clean all inside glass partitions (between cubicles, offices, etc).
- E. Clean/dust all baseboards, picture frames and other vertical surfaces of all office furniture; wipe all molding, ledges, tops of partitions, ventilators, louvers and air registers regardless of height above floor.
- F. Clean all drinking fountains: use germicidal detergent to clean all drinking fountains,

inside and outside.

- G. Remove all spider webs.
- H. Vacuum all upholstered furniture with scrub brush and nozzle in seams, spot clean as needed.
- I. Clean all interior/exterior windows in City Manager's Office and adjacent lobby.
- J. Clean all mirrors in exercise rooms at the Alexander Hughes Center.
- K. Sanitize mats at the Alexander Hughes Center.

20.00 MONTHLY ACTIVITIES

Those items listed under EACH SITE VISIT and WEEKLY and:

- A. Clean all doors and/or arches adjacent to entry at City Hall and the Depot.
- B. Dust all ceiling fans and window blinds.
- C. Tile flooring (non-waxed) shall be scrubbed monthly.
- D. All non-waxed flooring shall be scrubbed and sealed monthly.

21.00 QUARTERLY ACTIVITIES

Shall be performed in January, April, July, and October of each year and can be adjusted at the City's discretion.

- A. Upon commencement of the CONTRACT, CONTRACTOR shall submit a schedule of activity showing the site, date, and approximate time of activity. Submission of the quarterly activity schedule does not release the CONTRACTOR from any of the other obligations described in this Technical Specification.
- B. Wipe down walls and doors with all-purpose cleaner.
- C. Clean and polish stone, wood, especially walls and paneling.
- E. Treat/seal wood floors according to manufacturer recommendations at Joslyn Center, Alexander Hughes Community Center, and City Hall.
- F. Clean tops of all storage lockers.
- G. Strip and wax all resilient flooring per manufacturer's recommendations.
- H. Dust exposed overhead pipes and mechanical equipment using extension broom at Community Services Department and Alexander Hughes Center.

22.00 SEMI-ANNUAL ACTIVITIES

Shall be performed in January and August of each year and can be adjusted at the City's discretion.

- A. Upon commencement of the CONTRACT, CONTRACTOR shall submit a schedule of activity showing the site, date, and approximate time of activity. Submission of the semi-annual activity schedule does not release the CONTRACTOR from any of the other obligations described in this Technical Specification.
- B. Deep carpet extraction all carpeted traffic areas using methods approved by the CONTRACT ADMINISTRATOR as described in section 24.00 of the Technical Specifications. Proper extraction shall result in a carpet free from all types of airborne soil, dry dirt, water-soluble soils, and petroleum soluble soils. A clean carpet shall be uniform in appearance when dry and vacuumed.
- C. Clean all interior/exterior windows and window screens in April and October.
- D. Clean the exterior windows of the parking structure elevators in April and October.

23.00 SOIL EXTRACTION METHOD FOR UPHOLSTREY AND CARPET SHAMPOO

Shall be performed as described in Section 22.00

- A. Apply pre-treat chemicals, products specifically designed for cleaning heavily soiled areas and traffic lanes and/or upholstery, by working them into the carpet and/or upholstery with a stiff bristled brush.
- B. Entire carpet area will be cleaned using the hot water extraction method or dry chemical method. Dry chemical method is preferred.
- C. Work must be conducted after 10:00 p.m. with carpets fully dry and furniture and non-furniture items replaced by 6:00 a.m. the following morning.
- D. CONTRACTOR shall be responsible for safety in the area while carpet cleaning process is underway, including dry time.
- E. Vacuum all upholstered furniture thoroughly and completely.

Bid No. CS-24-08

EXHIBIT C

DISPLACED JANITOR OPPORTUNITY ACT

BILL NUMBER: SB 20 CHAPTERED
BILL TEXT

CHAPTER 795
FILED WITH SECRETARY OF STATE OCTOBER 13, 2001
APPROVED BY GOVERNOR OCTOBER 12, 2001
PASSED THE SENATE SEPTEMBER 6, 2001
PASSED THE ASSEMBLY SEPTEMBER 5, 2001
AMENDED IN ASSEMBLY SEPTEMBER 4, 2001
AMENDED IN ASSEMBLY AUGUST 30, 2001
AMENDED IN ASSEMBLY JULY 16, 2001
AMENDED IN SENATE APRIL 16, 2001

INTRODUCED BY Senator Alarcon
(Coauthors: Senators Burton, Kuehl, Murray, and Romero)
(Coauthors: Assembly Members Aroner, Calderon, Cardenas, Cedillo, Chan, Chavez, Chu, Diaz, Frommer, Goldberg, Hertzberg, Horton, Keeley, Kehoe, Koretz, Migden, Oropeza, Salinas, Shelley, Steinberg, Washington, Wayne, Wesson, Wiggins, and Wright)

DECEMBER 4, 2000

An act to add Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the Labor Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

SB 20, Alarcon. Displaced janitors.
Existing law provides for a system of labor standards enforcement administered by the Labor Commissioner. This bill would enact the Displaced Janitor Opportunity Act, which would require contractors and subcontractors, as defined, that are awarded contracts or subcontracts to provide janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. This bill would require that employees retained under the bill's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory. This bill would only apply to contracts entered into on or after January 1, 2002. This bill would authorize an employee who was not retained in accordance with the bill's provisions, or his or her agent, to bring an enforcement action in a court of competent jurisdiction, as specified. This bill would authorize local government agencies to enact ordinances imposing stricter standards or additional enforcement provisions.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 4.5 (commencing with Section 1060) is added to Part 3 of Division 2 of the Labor Code, to read:

CHAPTER 4.5. DISPLACED JANITOR OPPORTUNITY ACT

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061.

(a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination. (2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected. (3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter. (2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor. (3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the

terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062.

(a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063.

(a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

Bid No. CS-24-08

EXHIBIT D

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:

Best Best & Krieger LLP

City Attorney

By: _____

Name: _____

Title: _____

EXHIBIT E

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