

REQUEST FOR PROPOSAL

PROPOSAL NO. CS-26-04

STREET LIGHT REPAIR SERVICES



JULY 2026

CITY OF CLAREMONT

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

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

TABLE OF CONTENTS

	Page No.
NOTICE OF REQUEST FOR PROPOSALS	1
EXHIBIT A - REQUIRED FORMS	7
EXHIBIT B - SCOPE OF SERVICES	25
EXHIBIT C - SAMPLE CONTRACT	27

PROPOSAL NO. CS-26-04

NOTICE OF REQUEST FOR PROPOSALS

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

STREET LIGHT REPAIR SERVICES

To be considered for selection, three (3) complete hardcopy bids must be submitted to the Community Services Department, of the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, or in electronic format to Cari Dillman, Community Services Manager at or before **2:00 p.m., August 10, 2026**. Electronic copies shall be addressed to Cari Dillman, cdillman@claremontca.gov, and the City Clerk's Office, cityclerkdivision@claremontca.gov.

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

Award shall be based on a best value evaluation. Criteria used for the evaluation will include: cost, responsiveness to specifications, ability to provide services, consistency with current equipment and standards, and references/previous performance. Proposals based on low bid alone will not receive the award.

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

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

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages

in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request 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.

For information regarding contract or proposal specifications, contact Cari Dillman by email at cdillman@claremontca.gov.

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

TO PROVIDE SERVICES FOR:

Proposal No. CS-26-04

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:

STREET LIGHT REPAIR SERVICES

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 street light repair services on an on-call, as-needed basis. 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 street light repair services at various locations. Most common tasks include trouble shooting and subsequent repair street lights, which includes all energized components, and the replacement of burned-out sports light bulbs in the 25-60 foot high City-Owned and City-maintained equipment.

2.2 Scope of Work

The Respondent will be expected to fulfill, at a minimum, the services and technical requirements as described in the Scope of Services attached hereto as Exhibit "A."

2.3 License Requirements

The successful Contractor must obtain a City of Claremont Business License and show proof that they possess at a minimum a C-10 Electrical Contractor License as required by the State of California in conformance with performing the duties under this Agreement.

2.4 Prevailing Wage

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the

Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at City. 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 allege failure to comply with the Prevailing Wage Laws.

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

2.5 Insurance Requirements

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

2.5.1 Comprehensive Commercial General Liability: Occurrence based with limits of \$1,000,000 bodily injury per person, \$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 Mandatory Pre-Bid Meeting

3.1.1 There will be no pre-bid meeting for this project, nor will there be private consultations. Proposers can submit questions and requests for clarification as stated in Section 5.

3.2 Proposal Submission Deadline

3.2.1 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 August 10, 2026.**

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

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

3.2.4 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 Attachment "B." 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) Public Works Contractor Registration Certification
- (k) Contractor's Acknowledgement

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 August 10, 2026.** 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@claremontca.gov and Shelley Desautels, sdesautels@claremontca.gov.

By Mail, In Person or by Courier	By Electronic Form
City of Claremont Re: Street Light Repair Services	Re: Street Light Repair Services

1616 Monte Vista Avenue Claremont, CA 91711 Attn: Cari Dillman, Community Services Manager	Attn: Cari Dillman, Community Services Manager and Shelley Desautels, City Clerk cdillman@claremontca.gov and sdesautels@claremontca.gov
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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 Attachment "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, Management Analyst. The City must receive written requests for clarification no later than **5:00 p.m. on July 30, 2026, 2026**. Such requests, if any, must be sent to the Contract Administrator by emailing cdillman@claremontca.gov.

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 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.

6.4 The City reserves the right to award a Contract to other than the lowest monetary proposer 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:

- (a) Cost
- (b) Responsiveness to Specifications
- (c) Ability to Provide Services
- (d) Consistency with Current Equipment, Materials and Standards
- (e) References/Previous Performance

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 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

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

**EXHIBIT A
REQUIRED FORMS**

Contractor's Proposal to Provide Services for

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

EXHIBIT A

A. COVER SHEET

CONTRACTOR: _____

In compliance with the Request for Proposals for Street Light Repair Services, Proposal No. CS-26-04, 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 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 the 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	Public Works Contractor Registration Certification	_____
K	Contractor's Acknowledgement	_____

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 STREET LIGHT REPAIR SERVICES.

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

By: _____

Name (Print): _____

Title: _____

Dated: _____

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

B. COST PROPOSAL

CONTRACTOR: _____

I. Pricing

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week.

Supervision Ratio: What is the time ratio of supervision to labor staff personnel needed on any given project under the contract, assume 100% of total staff time. Example: S=20% L=80%

Mark up on Material: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental.

	Business Hours	Overtime Hours
1. Labor	\$_____/Hour	\$_____/Hour
2. Supervisory	\$_____/Hour	\$_____/Hour
3. Markup on Materials Cost	_____%	
4. Supervision ratio	S=_____ L=_____	

II. RATES

1. What is your hourly charge during normal business hours?

a. Bucket truck and labor to operate it. \$_____/Hour

b. Man Lift and labor to operate it. \$_____/Hour

2. What is your hourly charge outside normal business hours?

a. Bucket truck and labor to operate it. \$ _____/Hour

b. Man Lift and labor to operate it. \$ _____/Hour

3. If you will need to charge for other equipment (i.e. forklift, scaffolding, drills), list them and the rates here. Prices shall include the item and labor.

III. ADDITIONAL ITEMS

1. Will mileage be charged to the City? If so, from where? At what rate?

2. Are there any surcharges such as fuel, disposables, etc.? Please list a description of the surcharge with appropriate pricing?

3. The City prefers one (1) man/one (1) hour as a minimum callout charge. What is your minimum callout time that you bill? _____

As a basis to in forming your Proposal estimation, the following work load indicators are provided. The City does not guarantee the provided service indicators as a minimum or maximum workload on an annual basis. The following are examples of past work types based on one year of street light repair call outs.

WORK TYPE	APPROXIMATE QUANTITIES
Street Lights – Repair/replace: lamps, ballasts, photocells, poles, etc.	200
Sports Lights – Repair/replace: light fixtures at parks and sports fields	20
APPROXIMATE ANNUAL CALL OUTS	220

Contractor's Proposal to Provide Services for

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

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. The Contract requires the replacement of Marbelite Street Light poles. Describe any relevant experience with replacing Marbelite poles.

4. Contractor has satisfactorily completed all Contracts awarded to it, except as follows:
(Name any and all exceptions and reasons therefore. Contractor shall attach and designate additional pages if necessary.)

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

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

References

Provide the names, addresses, and telephone numbers of 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).

- NAME OF REFERENCE: _____

ADDRESS & PHONE: _____

CONTACT PERSON: _____

TYPE OF PROJECT: _____

CONTRACT AMOUNT: _____

DATE OF COMPLETION: _____
- NAME OF REFERENCE: _____

ADDRESS & PHONE: _____

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

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

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

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

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

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

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

List all licenses, permits, certifications, and/or other pertinent approvals that are legally required to perform street light repair services.

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

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

Contractor's Proposal to Provide Services for

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

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

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

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.

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

E. CONTRACTOR'S ORGANIZATION

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

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

1.0 Contractor Name: _____

2.0 Type, if Entity: _____

3.0 Contractor Address: _____

Email: _____ Telephone Number: _____

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

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

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

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

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

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

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

7.1 Date of Organization: _____

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

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

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

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

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

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

12.1 Address of Office or _____

Other Facility: _____

Description purpose of the Facility: _____

Responsible Contact Person: _____

Phone Number: _____

Number of Employees: _____

12.2 Address of Office or _____
Other Facility: _____

Description purpose of the Facility: _____
Responsible Contact Person: _____
Phone Number: _____
Number of Employees: _____

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

13.1 **Staffing**

Name: _____ Title: _____
Location Address: _____

Telephone Number: _____

13.2 **Work Scheduling**

Name: _____ Title: _____
Location Address: _____

Telephone Number: _____

13.3 **Equipment**

Name: _____ Title: _____
Location Address: _____

Telephone Number: _____

13.4 **Invoicing**

Name: _____ Title: _____
Location Address: _____

Telephone Number: _____

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

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

CONTRACTOR: _____

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

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

G. CONTRACTOR'S STATEMENT OF UNSPECIFIED VALUE-ADDED OFFERINGS

Contractor: _____

List items or services you are offering in addition to those in the attached specifications or scope of work offered as part of your quote and included in your PROPOSAL pricing, if any. If none, please state "none". Attachments may be used.

Contractor's Proposal to Provide Services for

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

H. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS

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: \$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 the Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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.

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

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

OR

- 2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Proposer, will issue to the Proposer 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.

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

I. CONTRACTOR'S WORK FORCE

The Contractor shall identify:

- A. Each labor or supervisory position by title that will make up the Contractor's work force needed to provide the described services.
- B. A sufficiently detailed explanation of the minimum qualifications for a person working in each position title, including any required certifications.
- C. A 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
1.	
2.	
3.	

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS
5.	
6.	
7.	
D. Other Staff Support Title	Duties and Description of Position
1.	
2.	
3.	
4.	

E. Description of Contractor's Employee Training Program
--

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

J. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this PROPOSAL is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to PROPOSAL on, be listed in a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

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

Signature: _____

Name and Title: _____

Dated: _____

Contractor's Proposal to Provide Services for
STREET LIGHT REPAIR SERVICES
PROPOSAL No. CS-26-04

K. 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 STREET LIGHT REPAIR SERVICES, PROPOSAL CS-26-04.

CONTRACTOR's Signature

Print Name and Title

Contractor's Proposal to Provide Services for

STREET LIGHT REPAIR SERVICES

PROPOSAL No. CS-26-04

EXHIBIT B

SCOPE OF SERVICES

1.00 GENERAL REQUIREMENTS

- 1.01 Contractor shall use and furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of street light repair services.
- 1.02 Upon commencement of work under the Contract, Contractor shall be fully equipped and staffed, thoroughly familiar with Contract requirements, and prepared to provide all services required.
- 1.03 Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Such personnel shall possess the minimum qualifications for the position in which each is working.
- 1.04 Contractor shall be prepared to respond to all requests for service 24 hours per day, 365 days per year. All costs for labor and materials for these calls shall be included in the proposal.
- 1.05 Cost for work performed shall be determined on an hourly basis for equipment and materials, with normal incidentals included.
- 1.067 The City's normal business hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, which shall be considered normal work hours as may pertain to any other provision of the Contract.
- 1.07 Response time by the Contractor shall be within two (2) hours of all requests.
- 1.08 Response time for an Emergency Call Out, as deemed by the City, shall be within one (1) hour of the request and billed at the Emergency Response rate.
- 1.09 Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices of street light repair services and to maintain safely 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 law pertaining to equipment operation 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.
- 1.10 It shall be the Contractor's responsibility to inspect and identify any condition(s) that render(s) 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.

- 1.11 Contractor shall notify the Contract Administrator immediately of any occurrence on a project site 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.
- 1.12 The Contractor shall use vehicles and equipment marked with company logo at all times, even during after-hours and emergency response.
- 1.13 The Contractor shall require all personnel to adhere to basic working attire, including uniform shirts clearly marked with the Contractor's company name as approved by the Contract Administrator. Contractor's personnel shall present a neat and clean appearance 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 in the right-of-way.

PROPOSAL No. CS-26-04

EXHIBIT C

SAMPLE CONTRACT

May be subject to change

AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT AND [CONTRACTOR] FOR STREET LIGHT REPAIR 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 Street Light Repair 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 Street Light Repair 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 Street Light Repair 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 for three years, from [insert

start date] to [insert ending date], with two (2) optional one-year extensions, unless earlier terminated as provided herein. Contractor 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 Agreement. 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 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. 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.

SIGNATURES ON NEXT PAGE

CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By: _____
City Manager

By: _____

Name: _____

Attest:

Shelley Desautels
City Clerk

Approved as to Form:

Rutan & Tucker, LLP

City Attorney

Title: _____

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

By: _____

Name: _____

Title: _____