

Contractor's Proposal To Provide Services For
TRANSFERRING SOLID WASTE MATERIALS
No. **CS-25-01**

REQUEST FOR PROPOSALS
FOR
TRANSFERRING SOLID WASTE MATERIALS

NO. CS-25-01



March 2025

CITY OF CLAREMONT
Community Services Department
Sanitation Division
1616 Monte Vista Avenue
Claremont, CA 91711

For questions related to this solicitation, contact:
Kristin Mikula, Community Services Manager

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NOTICE OF REQUEST FOR PROPOSALS

The City of Claremont, California, is requesting proposals for the following Service Agreement:

TRANSFERRING SOLID WASTE MATERIALS

To be considered for selection, a proposal must be submitted to the **City Clerk's Office**, of the City of Claremont, 207 Harvard Avenue, Claremont, CA 91711, at or before **2:00 p.m. on April 1, 2025.**

Proposals must be submitted on the forms furnished by the City for this project. Incomplete submissions may be rejected as non-responsive.

The City has identified specific objective criteria that will be the basis the City's evaluation. The lowest cost proposal may not be awarded this contract.

The successful respondent will be expected to sign a contract. A sample contract is attached. The final contract will include this RFP and the successful proposal. Please do not execute the contract at this time.

The City of Claremont reserves the right to reject any or all proposals, to waive minor defects or technicalities, or to solicit new proposals for 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.

If applicable, pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. And if the proposals subject to this Notice are 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 bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. 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 Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contract's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

A **MANDATORY** pre-proposal meeting scheduled for **March 18, 2025 at 10:00 a.m.** at the City of Claremont, 1616 Monte Vista Avenue, Claremont, California 91711.

For questions or additional information regarding this request, please contact Kristin Mikula at kmikula@claremontca.gov.

**THE CITY OF CLAREMONT
REQUEST FOR PROPOSALS**

With this Request for Proposals (“RFP”), the City of Claremont, (“City”) is requesting proposals (“Proposals”) from qualified contractors (“Respondent” or “Contractor”) for the following services:

TRANSFERRING SOLID WASTE MATERIALS

The purpose of the Proposal is to demonstrate the competence and capacity of Respondent to perform the work or provide the services described in this RFP, in conformity with the requirements of this RFP.

1. Contract Administrator

The Contract Administrator for this RFP is the Community Services Manager, Kristin Mikula.

2. Project Requirements

2.1 Project Description.

Transferring solid waste includes the transport of solid waste materials collected within the City boundaries from the City Yard Transfer Station, located at 1616 Monte Vista Avenue, Claremont, CA 91711 to the designated processing facility. The current designated processing facility is Mid-Valley Landfill, located at 2390 Alder Avenue, Rialto, CA 92377. The City may change disposal locations or request expanded service during the term of the contract at a per mile cost as determined in the Respondent’s bid.

2.2 Scope of Services. The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the Scope of Services attached hereto as Attachment “2”.

2.3 Contractor Qualifications. The minimum qualifications for a Contractor’s Proposal to be considered are as follows:

2.3.1 Contractor must have had at least five (5) years’ experience in the provision of transferring solid waste material services.

2.3.2 Drivers who are assigned to this contract must have zero (0) points on their driving record.

2.3.3 Contractor is required to obtain and maintain all contracts, licenses, permits, qualifications, and approvals of whatever nature that are legally required to transfer solid waste material.

2.4 Public Works Contractor Registration

If the scope of services to be provided pursuant to paragraph 2.1 above include public works project as defined by Labor Code section 1720, and the proposals subject to this RFP are 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 bid on, be listed in a bid proposal, or enter into a

contract to perform public work must be registered with the Department of Industrial Relations. 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.

3. Proposal Timeline

3.1 Mandatory Pre-Bid Meeting

3.1.1 All interested Contractors must attend the mandatory Pre-Proposal Meeting scheduled as follows:

Date:	March 18, 2025
Time:	10:00 a.m.
Location:	City of Claremont 1616 Monte Vista Avenue Claremont, California 91711

3.1.2 There will be no private consultations regarding this RFP. If a Contractor fails to attend this meeting, he may not submit a proposal for this service.

3.2 Proposal Submission Deadline

3.2.1 To be considered, a Proposal must be received at the City Clerk's Office prior to **2:00 p.m. on April 1, 2025.**

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 180 (180) calendar days following the date set forth above.

4. Proposal Requirements

4.1 Respondent's Proposal shall be on the City's forms included in Attachment 1. 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) Proposal Cover Sheet
- (b) Cost Proposal
- (c) Information Regarding Contractor's Organization
- (d) Contractor's Statement of Experience and Financial Responsibility (with supporting documents)
- (e) Contractor's Statement of Ability to Provide Quoted Goods/ Services/Equipment
- (f) Public Works Contractor Registration Certification
- (g) Contractor's Work Force Form

- (h) Contractor's Equipment Form
- (i) Statement of Compliance with Insurance (with supporting documents)

4.2 Submittal Instructions.

4.2.1 To be considered, the City must receive from Respondent one (1) original of the Proposal, at the address set forth below, prior to **April 1, 2025 at 2:00 p.m. local time.** The Proposal must be sealed in the enclosed yellow envelope. Respondent's name, address, and telephone number shall appear in the upper left hand corner of the envelope. The Contractor shall print or type on the envelope:

PROPOSAL FOR TRANSFERRING SOLID WASTE MATERIAL
NO. CS-25-01
DO NOT OPEN UNTIL: 2:00 p.m. on April 1, 2025

4.2.2 The Contractor shall mail or deliver the Proposal to:

CITY OF CLAREMONT
City Clerk's Office
207 Harvard Avenue
Claremont, California 91711

4.3 No Deviations from the RFP.

4.3.1 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 exceptions to this RFP including, but not limited to the Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

5. Requests for Clarifications

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to the Contract Administrator. **The City must receive written correspondences no later than 5:00 p.m. on March 19, 2025.**

All written questions will be answered in writing and conveyed to all firms requesting a copy of this RFP. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

6. Evaluation Process

6.1 Proposals that meet the submittal requirements will be evaluated by the City based on the following criteria:

1. Cost (50%)
2. Specific qualifications, experience, and skills of staff to perform the required services (20%)
3. Past performance on similar projects & project references (20%)

4. Use of alternative fuel vehicles (10%)

The City will review each submission and then rank the Proposals according to evaluation criteria. The City reserves the right to consider any available information deemed necessary to establish the competency and ability of a Contractor to perform all conditions of the contract. Respondents should note that the lowest cost proposal is not the sole determining factor in the final selection.

7. **Award of Contract**

7.1 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 the manner that most benefits the City including awarding more than one contract if desired.

8. **Protests**

8.1 **Protests.** Respondents may file a protest a 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.

8.2 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 protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

9. **General Provisions**

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

9.2 **No Commitment to Award.** Issuance of this RFP and receipt of proposals does not commit 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 this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

9.3 Alternative/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.

9.4 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

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

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

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

9.8 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.

9.9 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.

9.10 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.

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

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No. CS-25-01**

**ATTACHMENT 1
PROPOSAL FORMS**

**Contractor's Proposal To Provide Services For
TRANSFERRING SOLID WASTE MATERIALS
No. CS-25-01**

A. COVER SHEET

CONTRACTOR: _____

In compliance with the **Request For Proposals, No. CS-25-01**, the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the services as set forth in this RFP; and to do so in strict accordance with the provisions of the Contract Documents.

This Proposal constitutes a firm offer to the City which cannot be withdrawn for 180 days after the date set for submitting a Proposal.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked 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 Contractor 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, subcontractors and consultants that are included in this Contract.

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

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

The undersigned hereby represents that it has the authority to bind the Contract 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 PROPOSAL FOR PROCESSING SOLID WASTE AND RECYCLING MATERIALS, PROPOSAL NO CS-25-01.

Contractor: _____

Address: _____

Phone: _____

By: _____

(Authorized Representative of Contractor)

Name:
(Print) _____

Title: _____

Dated: _____

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B. COST PROPOSAL

CONTRACTOR: _____

SCHEDULE A			
Item No.	Item Description	Unit	Unit Price
1	Transfer Solid Waste Materials to Mid-Valley Landfill	Per trailer	
2	Transfer Recycling and/or Organic Materials to City designated facility	Per mile from City Yard to Facility	

Written Price:

_____ per trailer

_____ per mile

Contractor agrees that this Cost Proposal constitutes a firm offer to the City which cannot be withdrawn for one hundred eighty (180) Calendar Days.

The Contractor understands and agrees that the Unit Prices are inclusive of all labor, materials, and equipment and supplies necessary to fully and adequately complete the services as described in the Contract Documents.

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C. CONTRACTOR'S ORGANIZATION

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

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

- 1.0 Contractor Name: _____
- 2.0 Type, if Entity: _____
- 3.0 Contractor Address: _____

Facsimile Number Telephone Number
- 4.0 How many years has Contractor's organization been in business as a contractor? ____
- 5.0 How many years has Contractor's organization been in business under its present name? _____
- 5.1 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: _____

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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 and purpose of the Facility (e.g. "Shop – Equipment maintenance")

Responsible Contact
Person: _____
Phone Number: _____
Number of Employees: _____

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12.2. Address of Office or _____
Other Facility: _____

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

Responsible Contact
Person: _____
Phone Number: _____
Number of Employees: _____

12.3. Address of Office or _____
Other Facility: _____

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

Responsible Contact
Person: _____
Phone Number: _____
Number of Employees: _____

12.4. Address of Office or _____
Other Facility: _____

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

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

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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: _____

The Contractor shall make the facilities and persons listed herein available for inspection and interview by the City during the Proposal Period, and at any reasonable time at the City's discretion throughout the term of the Contract.

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D. CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY

CONTRACTOR: _____

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

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

A. 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 dollars)

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Owner's Name, Address	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)

B. References

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

1. Name of Reference:: _____
 Address & Phone: _____

 Contact Person: _____
 Type of Project: _____
 Contract Amount: _____
 Date of Completion: _____

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2. Name of Reference:: _____
Address & Phone: _____

Contact Person: _____
Type of Project: _____
Contract Amount: _____
Date of Completion: _____

3. Name of Reference:: _____
Address & Phone: _____

Contact Person: _____
Type of Project: _____
Contract Amount: _____
Date of Completion: _____

4. Name of Reference:: _____
Address & Phone: _____

Contact Person: _____
Type of Project: _____
Contract Amount: _____
Date of Completion: _____

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- D. List all licenses, permits, certifications, and/or other pertinent approvals that are legally required to transfer solid waste material.

Holder Name & Position	Required license/ permit/ certification	Date granted

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

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F. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid 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 bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid or 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.

Contractor 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 Contractor : _____

DIR Registration Number: _____

Contractor further acknowledges:

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

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

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G. 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. Attach proof of good driving record.
- C. The minimum annual man-hours for each position title that the Contractor proposes to commit to the performance of the described services.
- D. 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, and the like.
- E. A description of Contractor's systematic skills 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.

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A. POSITION TITLE	B. MINIMUM QUALIFICATIONS	C. TOTAL ANNUAL HOURS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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CONTRACTOR'S WORK FORCE
(Continued)

D. OTHER STAFF SUPPORT TITLE	DESCRIPTION / QUALIFICATIONS
1.	
2.	
3.	
4.	
5.	
E. DESCRIPTION OF CONTRACTOR'S EMPLOYEE TRAINING PROGRAM	

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H. CONTRACTOR'S EQUIPMENT FORM

The Contractor shall set forth:

- A. List of trailer size and capacity (Contractor owned).
- B. List of semi-tractor trucks (Contractor owned).

The information provided in this attachment is for the purposes of determining the Contractor's qualifications and ability 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.

Contractor may attach additional pages, if needed. Label any such pages "Exhibit C - Additional Information".

A. EQUIPMENT	B. SIZE (length & height)	C. CAPACITY Per trailer
1. Trailers		

D. EQUIPMENT	E. ENGINE	F. FUEL TYPE
2. Semi-Tractor Truck		

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I. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS

Each Respondent 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
- Pollution Liability

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this contract must:

- a) Meet the conditions stated in the included agreement 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 Contractor, will issue to the Contractor Policies of insurance for Comprehensive General Liability, Automobile Liability, Workers' Compensation and Pollution Liability in conformance with the requirements herein and Certificates of insurance to the Agency showing conformance with the requirements herein.

**ATTACHMENT A
SCOPE OF SERVICES**

SCOPE OF SERVICES

1.00 GENERAL REQUIREMENTS

- 1.01 Size of transfer trailer used by Contractor must be no larger than 48 feet in length and 13 in height.
- 1.02 Contractor shall use and furnish at his own expense all labor, equipment and materials necessary for the satisfactory performance of transferring solid waste, recycling and/or organic material to the designated facility determined by the City.
- 1.03 Contractor shall maintain a log that indicates dates, times, trailer number, and tonnage for each individual trailer. The log shall be available for the inspection of the Contract Administrator or his/her designee.
- 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 clearly identify and equip each vehicle with decals on the exterior right and left front door panels identifying the Contractor's name, address, and phone number.

2.00 TRAILERS

- 2.01 Trailers must meet California Department of Transportation safety and regulatory requirements.
 - 2.01.1 All trailers committed to the City shall be of acceptable quality and shall be inspected for quality by the City prior to filling. Should the quality of the trailer be substandard as determined by the City, the trailer shall be removed and replaced at Contractor's expense.
 - 2.01.2 Trailers will be subject to normal wear and tear during the course of the Agreement. Normal wear and tear shall not be cause for incurrence of additional charges. However, damages to trailer resulting from negligence by the City shall be cause for incurrence of additional charges by Contractor.
- 2.02 Contractor is solely responsible for the weight of the trailer during transfer.
- 2.03 Typical operations shall include four (4) trailers Monday through Thursday and three (3) on Friday with one (1) dedicated driver. A minimum of three (3) empty trailers shall be left at the City Corporate Yard at all times.
- 2.04 During the contract term, the City may increase at its discretion the number of required trailers. Up to ten (10) trailers may be required daily Monday through Saturday with a minimum of two (2) dedicated drivers. The City may require that a minimum of five (5) trailers be left at the City Corporate Yard at all times. The

Contractor Administrator will provide 60 calendar days-notice should the number of drivers and trailers increase above typical operations described in Section 2.03.

3.00 TRANSFER OF SOLID WASTE MATERIAL MANAGEMENT PLAN

- 3.01 As part of this proposal, the Contractor shall submit a plan for insuring that all filled trailers are transferred from the City to the designated facility. The Contractor is encouraged to use their experience to incorporate creativity and real world solutions tailored to the needs of the City. This management plan must include solutions that consider overnight storage of material outside the City Corporate Yard should transfer of the material not be available.
- 3.02 The City is not permitted to store material overnight. Overnight storage of the material shall be at the Contractor's expense.

4.00 PAYMENT AND INVOICES

- 4.01 The Contractor shall present monthly invoices for all work performed during the preceding month. Payment shall be made in a timely manner upon receiving the invoices, provided that all work performed during the preceding month has been accepted by the Contract Administrator.

5.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 5.01 The Contract Administrator shall be responsible for the enforcement of this Contract on behalf of the City.
- 5.02 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 or deduct pro-rata from Contractor's invoice for work not performed. Notification of the amount to be withheld or deducted from payments to Contractor will be forwarded to the Contractor by the Contract Administrator in a written notice describing the reasons for said action.
- 5.03 Contractor shall be given two (2) working days notice to correct the non-compliance, if after said two (2) days 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.
- 5.04 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 INSPECTIONS, MEETINGS, & REPORTS

- 6.01 City reserves the right to perform inspections, including inspection of Contractor's equipment, at any time.

- 6.02 The Contractor or his authorized representative may meet with the Contract Administrator or his representative at the discretion and convenience of the Contract Administrator, for walk-through inspections.
- 6.03 Contractor shall provide to the Contract Administrator written documentation 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 transfer of material.
- 6.04 Contractor shall provide monthly reports to be submitted with the invoice that indicates the number of trailers used that month, vehicle miles traveled, and weight tickets and/or individual trailer tonnage for each load.

7.00 CITY REIMBURSEMENT

- 7.01 In the event that Contractor fails to perform its obligation under this contract to the reasonable satisfaction of the City, the City shall have the right to perform the work by other means. The Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

8.00 COMMUNICATIONS

- 8.01 The Contractor shall, during the term of this Contract, maintain a single telephone number, at which the Contractor or Contractor's responsible employee may be contacted during regular working hours.
- 8.02 Contractor's supervisor and foreman shall carry cellular telephones. Supervisor and foreman shall respond to any calls from the City available and responsive during regular 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 transfer of material. Contractor shall safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all City, County, State or Federal requirements pertaining to transfer 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.
- 9.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator shall be notified immediately of any unsafe condition that requires major correction.
- 9.03 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 24 hours following the occurrence. Contractor shall cooperate fully with the City in the investigation of any such occurrence.

10.00 HOURS AND DAYS OF SOLID WASTE TRANSFER

- 10.01 The daily hours of solid waste transfer shall be 6:00 a.m. to 5:00 p.m., which shall be considered normal work hours as may pertain to any other provision of the Contract.
- 10.02 Contractor shall provide staffing to perform the required solid waste transfer services during the prescribed hours five (5) days per week, Monday through Friday. On occasion, Contractor shall provide staffing to perform the required solid waste transfer services during the prescribed hours on Saturdays and designated Holidays. All required services shall be provided at the fixed cost per trailer and/or per mile traveled as designated in the contract. Any changes in the days and hours of operation heretofore described shall be subject to approval by the Contract Administrator.

11.00 CONTRACTOR'S STAFF AND TRAINING

- 11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 11.02 Contractor's personnel shall possess the minimum qualifications for the position in which each is working.
- 11.03 Contractor is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations..
- 11.04 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. 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.
- 11.05 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.
- 11.06 The Contractor shall require each of his personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor's company name and employee name badges 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 near vehicular traffic.

12.00 TONNAGE TRANSFERRED

12.01 The Contractor will transfer from the City Yard to the designated processing facility, solid waste, recycling, and/or organic materials collected within the boundaries of the City. The Contractor will provide experienced drivers and all the necessary equipment to safely transfer said materials from the City Yard to the processing facility.

13.00 PERSONNEL

13.01 Transferring shall be conducted by personnel adequately trained in solid waste transfer operations. Contractor shall designate the same operators to transfer City solid waste material. If there is an operator change, Contractor will notify City within 24 hours. All operators will be required to speak English.

14.00 DISPOSAL OF SOLID WASTE MATERIAL

14.01 Contractor shall transfer all material collected in the trailers to the City's designated disposal facility. City will have the right to direct Contractor to transfer material to a specific landfill or transfer station site. Contractor shall provide tonnage reports and/or weight tickets by individual load or trailer.

15.00 STORAGE OF TRAILERS

15.01 The CITY will provide space for storage of up to five (5) empty trailers at the City's Corporate Yard at 1616 Monte Vista Avenue.

16.00 HOLIDAYS

16.01 Contractor shall not provide transfer services on City observed holidays. These holidays include:

- Independence Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

**AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT
AND [CONTRACTOR] FOR SOLID WASTE TRANSFER
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], 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 City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing solid waste transfer 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 Solid Waste Transfer (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of the Agreement shall be for three (3) years beginning on July 1, 2025 (“Commencement Date”) and ending June 30, 2028 (“Original Term”), unless extended pursuant to this Section. City shall have the right to extend the Term for two (2) additional one-year terms (each an “Additional Term”). To exercise an extension, the City shall submit to Contractor at least sixty (60) days prior to the end of the Original Term or the first Additional Term, written notice of its intention to exercise an Additional Term. Each Additional Term may be exercised upon the condition that at the time of the extension, both Parties are then in compliance with the material terms and conditions of this Agreement on its part to be performed.

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 of Services, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

3.2.5 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 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 City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of Contractor or its sub-contractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 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 Contractor performs any Services or work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3.2.9 Insurance.

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

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

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

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

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

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

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

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 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 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 City. Contractor shall guarantee that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its directors, officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative, and defense expenses.

3.2.9.6 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 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 City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. All certificates and endorsements must be received and approved by the City before Services or work commences. 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 in the performance of the Services so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, and equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 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. If required by law or regulation, City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at 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 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit C attached hereto, 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by 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 ten (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 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 City. To the extent, if any, that the total compensation is increased in accordance with this Agreement, Contractor shall, upon request of City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to City. To the extent available, the bonds shall further provide that no change or alteration of this 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 Contractor, will release the surety. If Contractor fails to furnish any required bond, 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 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 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. The total compensation shall not exceed [insert written dollar amount] (\$[insert numerical dollar amount]) without advance written approval of the City's Representative, which may require the approval of the City Manager and/or City Council. 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 Annual Increase. The City will grant Contractor a fee adjustment to the amount set forth on the schedule attached hereto as Exhibit "C" upon extension of the Original Term and the first Additional Term, as applicable. The fee increase shall be based on the CPI for all urban consumers for the Los Angeles-Long Beach-Anaheim area (or the most comparable geographic area if there is no data available for the "Los Angeles-Long Beach-Anaheim" area), published by the United States Department of Labor, Bureau of Labor Statistics for the period of March of the previous year through March of the current year; provided, however, that in no event shall fees be adjusted in any single year by more than 3%.

3.3.3 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.

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

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

3.4 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 this 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 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, 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, expert witness fees, attorneys' fees, and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by 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 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, sections, and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.5.19 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 Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 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 Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By:
City Manager

By:

Attest:

Name:

City Clerk

Title:

Approved as to Form:

Rutan & Tucker, LLP

By:

City Attorney

Name:

Title:

EXHIBIT "A"

SCOPE OF SOLID WASTE TRANSFER SERVICES

[insert scope]

EXHIBIT "B"

SCHEDULE OF SOLID WASTE TRANSFER SERVICES

[insert schedule]

EXHIBIT "C"

COMPENSATION

[insert rates & authorized reimbursable expenses]

EXHIBIT "D"

CONTRACTOR'S PROPOSAL