

**REQUEST FOR BIDS
FOR**

PROPOSAL NO. CS-26-02

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM



MARCH 2026

CITY OF CLAREMONT

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

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

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PROPOSAL NO. CS-26-02

REQUEST FOR PROPOSALS TO PROVIDE SERVICES

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

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

To be considered for selection, three (3) complete hardcopy Proposals must be submitted to the Community Services Department, of the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, or in electronic format to Cari Dillman, Community Services Manager at or before **2:00 p.m., 2:00 p.m., April 30, 2026.** Electronic copies shall be addressed to Cari Dillman, cdillman@claremontca.gov, and Shelley Desautels, sdesautels@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, references, previous performance, ability to provide services, consistency with current equipment, cleaning materials, and standards, unspecified value-added offerings by the bidder, implementation schedule and reports, and hazardous communication plan. The work will be awarded to the best responsible bidder, not solely based on lowest price.

The successful respondent will be expected to sign a Contract within thirty (30) days after notification that the bidder was successful. The initial term of the Contract is for three (3) years with two (2) optional one-year extensions. A sample Contract is included in this document. The final Contract will include this request for proposal and the successful bidder's response. Please do not execute the Contract at this time.

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

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder, and all subcontractor(s) under him, shall comply with all

applicable Labor Code and Public Contract Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, and the debarment of contractors and subcontractors.

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

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

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

REQUEST FOR PROPOSALS
TO PROVIDE SERVICES FOR:
PROPOSAL No. CS-26-02

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:

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

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 weed abatement and brush clearance services on City-owned parcels. Contractor is to furnish all labor and materials, including tools and equipment, needed for miscellaneous contract weed and/or brush clearance services.

2.2 Scope of Work

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

2.3 License Requirements

The successful Contractor must obtain a City of Claremont Business License and any other applicable license as required herein.

2.4 Prevailing Wage

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to comply fully with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

2.5 Insurance Requirements

The successful Respondent must provide the City with evidence of the following insurance coverage within sixty (60) days after notification that the Respondent was successful:

2.5.1 Comprehensive Commercial General Liability: Occurrence based with limits of \$1,000,000 bodily injury per person, \$500,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

2.5.2 Comprehensive Automobile Liability: Coverage for "any auto" with limits of \$1,000,000 bodily injury per person, \$500,000 bodily injury per occurrence, and \$1,000,000 property damage per occurrence.

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

3. Proposal Timeline

3.1 Proposal Submission Deadline

3.1.1 To be considered, the City must receive from Respondent a complete copy of the Proposal, at the address set forth below or in electronic form, prior to **2:00 p.m. local time on April 30, 2026**.

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

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

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

4. Proposal Requirements

4.1 Required Documents

Respondent’s Proposal shall be on the City’s forms included in Exhibit “A.” The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

To be considered complete, a proposal must include:

- (a) Cover Sheet
- (b) Cost Proposal
- (c) Contractor’s Statement of Experience and Financial Responsibility
- (d) Proposal Bond Form
- (e) Information Regarding Contractor’s Organization
- (f) Contractor’s Statement of Ability to Provide Quoted Goods/ Services/Equipment
- (g) Statement of Unspecified Value-Added Offerings
- (h) Statement of Compliance with Insurance
- (i) Contractor’s Work Force
- (j) 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 April 30, 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: Weed Abatement and Brush Clearance Program 1616 Monte Vista Avenue Claremont, CA 91711 Attn: Cari Dillman, Community Services Manager	Re: Weed Abatement and Brush Clearance Program Attn: Cari Dillman, Community Services Manager and Shelley Desautels, City Clerk cdillman@claremontca.gov and sdesautels@claremontca.gov

4.2.2 No Deviations from the RFP

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

5. Requests for Clarification

5.1 All questions, interpretations, or clarifications, either administrative or technical, must be requested in writing and directed to the Contract Administrator for the RFP process, Cari Dillman, Community Services Manager. The City must receive written requests for clarification no later than **5:00 p.m. on April 20, 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 award a Contract to other than the lowest monetary bidder if determined to be in the best interest of the City. The City will evaluate the proposals on a "Best Value" basis, taking into consideration the following factors:

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

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

7. Rejection of Proposals

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

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

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

8. Guarantee Of Good Faith

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

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

9. Error in Proposal

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

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

10. Award of Contract

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

11. Protests

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

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

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

11.2 The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Respondent's sole and exclusive remedy in the

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

12. General Provisions

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

12.2 Alternate/Multiple Proposals Only one final proposal is to be submitted by a Contractor. Multiple or alternate proposals will result in rejection of all proposals submitted by the Contractor. Should the City reasonably believe that an individual, firm, partnership, corporation, or association is financially interested in more than one Proposal, it may cause the rejection of all Proposals in which such financial interest exists.

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

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

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

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

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

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

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

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

**Contractor's Proposal to Provide Services for
WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM**

PROPOSAL NO. CS-26-02

**EXHIBIT A
REQUIRED FORMS**

Contractor's Proposal to Provide Services
WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM
PROPOSAL NO. CS-26-02

A. COVER SHEET

Contractor: _____

In compliance with the Request for Proposals for Weed Abatement and Brush Clearance Program Services, Proposal No. CS-26-02, the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the services in the proposed RFP, which is enclosed herewith; and to do so in strict accordance with the provisions of the proposed Contract Documents.

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

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

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

The undersigned declares that the only persons or parties interested in this Proposal as principals are those named herein; that the Proposal is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the locations therein referred to; and Contractor proposes, and agrees if this Proposal is accepted, that Contractor will execute a Contract with the City of Claremont within ten (10) business days in the form annexed hereto to provide all necessary labor, machinery, tools, and to do all work and provide materials required as specified in the Contract documents according to the requirements of the City of Claremont as set forth; and that the Contractor will take as payment at the unit prices described in the Contract documents, as payment in full for the performed scope of work.

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

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

Item	Complete
A Cover Sheet	_____
B Cost Proposal	_____
C Contractor's Statement of Experience and Financial Responsibility	_____
D Proposal Bond Form	_____
E Information Regarding Contractor's Organization	_____
F Contractor's Statement of Ability to Provide Quoted Goods/ Services/Equipment	_____
G Statement of Unspecified Value-Added Offerings	_____
H Statement of Compliance with Insurance	_____
I Contractor's Work Force	_____
J 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 WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM.

CONTRACTOR: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

By: _____

Name (Print): _____

Title: _____

Dated: _____

Contractor's Proposal to Provide Services

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL NO. CS-26-02

B. COST PROPOSAL

Contractor: _____

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

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM; CS-26-02

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

PROPOSAL SCHEDULE – A

Assessor's Identification Number

Map	Page	Parcel	Description	Sq Ft	Unit Price
8302	032	900	Parcel top of Williams Ave	152,460	
8313	008	900	Parcel west of Chevy dealer	61,535	
8315	029	901	Parcel (underdeveloped land) north of OPC	385,056	
8670	001	907	Parcel from TCT to Claraboya area	1,673,438	
8670	001	917	Parcel south of Pomello on the TCT	95,607	
8670	001	918	Parcel around Sycamore Canyon area	4,560,254	
8670	002	913	Parcel west of Sycamore Canyon, north of wash	25,637	
8670	002	914	Parcel southwest of Sycamore Canyon, north of wash	109,239	
8670	025	900	Parcel east of Mountain Ave, along Via Santa Catarina	306	
8670	025	901	Parcel east of Mountain Ave, along Via Santa Catarina	2,324	
8673	002	904	Parcel north of Bowie, off Appalachian	141,816	
8673	002	905	Parcels north of storm channel, off Appalachian	1,037,717	
8673	016	902	Parcels north of Padua Hills Theater into Palmer Cyn	987,229	
8673	020	900	Parcel east of CHWP south parking lot east of tower	18,868	
8673	022	902	Parcel north of CHWP south parking lot	94,615	
8673	024	900	Parcel west of Via Padova, behind homes, down hillside	1,716,590	
8673	024	901	Parcel top of Mills, east of Via Padova	1,203,837	
8673	024	902	Parcel west of Via Padova, behind homes down hillside	268,964	
8673	025	905	Parcels around Padua Hills Theater	189,900	
8673	025	906	Parcel southwest of Padua Hills Theater	12,416	
8673	025	907	Parcel south of Padua Hills Theater	50,440	

8673	026	900	Parcel south of Padua Hills Theater, east of Via Padova	14,595	
8673	026	901	Parcel southeast of Padua Hills Theater	5,777	
8673	037	900	Parcel west of Padua Ave Park	83,429	
8675	024	903	Parcel top of Mountain Ave, east of Via Santa Catarina	51,192	
8675	024	910	Parcel north of Mountain Ave/Johnson's Pasture in CHWP	7,983,533	
8675	024	911	Parcel east of Johnson's Pasture	2,580	
8673	040	900	Parcel south of Mt. Baldy Rd across from Evie Cyn	332,973	
			Total	21,262,327	

Total Annual Base Bid Cost in words:

Bidders must provide price for every item.

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

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

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

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

REQUEST FOR PROPOSALS

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL NO. CS-26-02

PROPOSAL FORM – EXTRA WORK

CONTRACTOR: _____

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

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM; CS-26-02

Extra Work PROPOSAL Schedule must be submitted to the City as part of PROPOSAL. Totals for Extra Work are **not** to be included as part of the grand total of the PROPOSAL. Extra Work will be billed as stated in Part I, General Conditions, Section 3.02.

EXTRA WORK PROPOSAL SCHEDULE

Additional Brush Clearance		Unit Price	
	Per Square Foot		
Labor			
42.	Standard hourly rate for Laborer		
43.	Standard hourly rate for Foreman		
44.	Standard hourly rate for Supervisor		
45.	*Overtime rate for Laborer		
46.	*Overtime rate for Foreman		
47.	*Overtime rate for Supervisor		
*Assumes over an 8 hour work day/40 hour work week and/or 1-hour response for emergencies			

**Contractor's Proposal to Provide Services for
WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM**

PROPOSAL No. CS-26-02

C. CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY

Contractor: _____

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

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

Experience

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

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

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

References

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

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

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

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

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

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

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

4. NAME OF REFERENCE:

ADDRESS & PHONE:

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

5. NAME OF REFERENCE:

ADDRESS & PHONE:

EMAIL:

CONTACT PERSON:

TYPE OF PROJECT:

CONTRACT AMOUNT:

DATE OF COMPLETION:

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

REQUEST FOR PROPOSALS

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL No. CS-26-02

D. PROPOSAL BOND FORM

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

Signed this _____ day of _____, 20__.

BY: SURETY

BY: PRINCIPAL

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

REQUEST FOR PROPOSALS

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL No. CS-26-02

E. INFORMATION REGARDING CONTRACTOR'S ORGANIZATION

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

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

1.0 Contractor Name: _____

2.0 Type, if Entity: _____

3.0 Contractor Address: _____

Email: _____ Telephone Number: _____

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

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

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

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

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

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

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

7.1 Date of Organization: _____

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

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

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

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

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

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

12.1 Address of Office or _____

Other Facility: _____

Description purpose of the Facility: _____

Responsible Contact Person: _____

Phone Number: _____

Number of Employees: _____

12.2 Address of Office or _____
Other Facility: _____

Description purpose of the Facility: _____

Responsible Contact Person: _____

Phone Number: _____

Number of Employees: _____

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

13.1 **Staffing**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.2 **Work Scheduling**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.3 **Equipment/Supplies**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

13.4 **Invoicing**

Name: _____ Title: _____

Location Address: _____

Telephone Number: _____

REQUEST FOR PROPOSALS

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H. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE

Contractor: _____

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

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

Comprehensive General Liability: \$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.

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 this Contract must:

- 1) Meet the conditions stated in the included contract for each insurance company that the Contractor proposes.
- 2) 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.

2)

REQUEST FOR PROPOSALS

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL No. CS-26-02

I. CONTRACTOR'S WORKFORCE

Contractor: _____

The Contractor shall identify:

- A. Each labor or supervisory position by title that will make up the Contractor's work force needed to provide the described services.
- B. A sufficiently detailed explanation of the minimum qualifications for a person working in each position title, including any required certifications.
- C. A list and description of the qualifications of other pertinent staff that are not to be directly committed to this project but who will be available to support, consult, perform Extra Work, etc.
- D. A description of Contractor's employee training program.

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

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS	C. TOTAL ANNUAL HOURS
1.		
2.		
3.		

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

D. Other Staff Support Title	Description / Qualifications
1.	
2.	

3.	
4.	
5.	

E. Description of CONTRACTOR'S employee training program

REQUEST FOR PROPOSAL

WEED ABATEMENT AND BRUSH CLEARANCE

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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: _____

REQUEST FOR PROPOSALS

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

PROPOSAL No. CS-26-02

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 WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM, PROPOSAL CS-26-02.

CONTRACTOR's Signature

Print Name and Title

EXHIBIT B

MANNER OF PERFORMING SERVICES

PROPOSAL No. CS-26-02

WEED ABATEMENT AND BRUSH CLEARANCE PROGRAM

1.0 GENERAL REQUIREMENTS

- 1.01 All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. Standards and frequencies may be modified from time to time as deemed necessary by CITY for the proper maintenance of the areas listed in Section 2.00.
- 1.02 All operations will be conducted so as to provide maximum safety for the public and the contractor's employees.
- 1.03 All operations will be conducted in a manner consistent with the City of Claremont Hills Wilderness Park Vegetation Management Plan and Management Policies and Guidelines (Attachment A).
- 1.04 Weeds and any other debris will be removed and disposed of off CITY premises.
- 1.05 CONTRACTOR shall maintain the premises clean of debris at all times. Upon completion of any work project, the CONTRACTOR shall remove remaining excess materials, waste, rubbish, debris, and CONTRACTOR's construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed.
- 1.06 All unusual and/or hazardous conditions in the work site shall be immediately reported to the CITY. It shall be the CONTRACTOR's responsibility to rectify said conditions.
- 1.07 Any CITY improvement or property damaged by the CONTRACTOR during the course of work shall be replaced by the CONTRACTOR at his own cost, free of all charges to the CITY.
- 1.08 The term "Special Circumstances" shall refer to any unforeseen natural or man-made event(s) which directly impact(s) the health and vigor of the City's landscape which is outside of the CONTRACTOR's control. This may include but is not limited to periods of extended drought or extreme heat; mass infestation of plant material by diseases, animals, or insects; earthquakes; floods; fire; or any natural or man-made disasters. The CITY and/or CONTRACT ADMINISTRATOR reserve the right to determine when the CONTRACTOR cannot be made liable for any unforeseen losses which would fall under the category of Special Circumstances.

2.0 FACILITIES TO BE MAINTAINED

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

Map	Page	Parcel	Description	Sq Ft	Acres
8302	032	900	Parcel top of Williams Ave	152,460	3.50
8313	008	900	Parcel west of Chevy dealer	61,535	1.41
8315	029	901	Parcel (underdeveloped land) north of OPC	385,056	8.84
8670	001	907	Parcel from TCT to Claraboya area	1,673,438	38.42
8670	001	917	Parcel south of Pomello on the TCT	95,607	2.19
8670	001	918	Parcel around Sycamore Canyon area	4,560,254	104.69
8670	002	913	Parcel west of Sycamore Canyon, north of wash	25,637	0.59
8670	002	914	Parcel southwest of Sycamore Canyon, north of wash	109,239	2.51
8670	025	900	Parcel east of Mountain Ave, along Via Santa Catarina	306	0.01
8670	025	901	Parcel east of Mountain Ave, along Via Santa Catarina	2,324	0.05
8673	002	904	Parcel north of Bowie, off Appalachian	141,816	3.26
8673	002	905	Parcels north of storm channel, off Appalachian	1,037,717	23.82
8673	016	902	Parcels north of Padua Hills Theater into Palmer Cyn	987,229	22.66
8673	020	900	Parcel east of CHWP south parking lot east of tower	18,868	0.43
8673	022	902	Parcel north of CHWP south parking lot	94,615	2.17
8673	024	900	Parcel west of Via Padova, behind homes, down hillside	1,716,590	39.41
8673	024	901	Parcel top of Mills, east of Via Padova	1,203,837	27.64
8673	024	902	Parcel west of Via Padova, behind homes down hillside	268,964	6.17
8673	025	905	Parcels around Padua Hills Theater	189,900	4.36
8673	025	906	Parcel southwest of Padua Hills Theater	12,416	0.29
8673	025	907	Parcel south of Padua Hills Theater	50,440	1.16
8673	026	900	Parcel south of Padua Hills Theater, east of Via Padova	14,595	0.34
8673	026	901	Parcel southeast of Padua Hills Theater	5,777	0.13
8673	037	900	Parcel west of Padua Ave Park	83,429	1.92
8675	024	903	Parcel top of Mountain Ave, east of Via Santa Catarina	51,192	1.18
8675	024	910	Parcel north of Mountain Ave/Johnson's Pasture in CHWP	7,983,533	183.28
8675	024	911	Parcel east of Johnson's Pasture	2,580	0.06
8673	040	900	Parcel south of Mt. Baldy Rd across from Evie Cyn	332,973	7.64
			Total	21,262,327	488.12

3.0 PAYMENT AND INVOICES

- 3.01 The CONTRACTOR shall present monthly invoices, for all work performed during the preceding month. Said invoice shall include all required certifications and reports as specified hereinafter. The invoice shall be submitted on or before the fifth (5th) day of each month in the amount of the compensation to be paid by the CITY for all services rendered by the CONTRACTOR under the terms and

conditions of this AGREEMENT. Said payment shall be made in a timely manner upon receiving the invoices, providing that all work performed during the preceding month has been inspected and accepted by the CONTRACT ADMINISTRATOR and the applicable certifications have been submitted in accordance with the provisions of this AGREEMENT.

- 3.02 EXTRA WORK. Invoices for approved Extra Work shall be in a format acceptable to the CONTRACT ADMINISTRATOR, including attachments, such as copies of suppliers' invoices, which the CONTRACT ADMINISTRATOR may require to verify CONTRACTOR's billing. Invoices for Extra Work shall be submitted on separate invoices. Unless otherwise requested by the CONTRACT ADMINISTRATOR, one invoice shall be submitted for each discrete and completed item of Extra Work.
- 3.03 DELETIONS. In the event the CITY transfers title or maintenance responsibility of the premises or a portion thereof, this CONTRACT shall continue in full force and effect, except said portion, at the discretion of the CONTRACT ADMINISTRATOR, may be deleted from the premises to be maintained and the CONTRACT sum shall be reduced accordingly.
- 3.04 ADDITIONS. The CONTRACT ADMINISTRATOR may, at his/her discretion, add new facilities to be maintained and/or require additional services. The CONTRACTOR shall be compensated for the additional facilities or services that are designated after the date of the commencement of the CONTRACT based on the submission of an approved maintenance PROPOSAL, consistent in all respects with this CONTRACT, and shall contain all information as required in the REQUEST FOR PROPOSALS. The PROPOSAL cost shall not exceed the cost to provide maintenance for similar facilities being maintained under this AGREEMENT.
- 3.05 Additional compensation may be authorized at the discretion of the CONTRACT ADMINISTRATOR, subject to CITY budgetary conditions, for work deemed necessary by the CONTRACT ADMINISTRATOR due to extraordinary incidents or circumstances.

4.0 INSPECTIONS, MEETINGS, AND REPORTS

- 4.01 The CITY reserves the right to perform inspections, including inspection of CONTRACTOR's equipment, at any time for the purpose of verifying CONTRACTOR's performance of Agreement requirements and identifying deficiencies.
- 4.02 The CONTRACTOR or authorized representative may meet with the CONTRACT ADMINISTRATOR or authorized representative on each site at the discretion and convenience of the CONTRACT ADMINISTRATOR, for walk-through inspections.
- 4.03 The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR completed regular reports as the CONTRACT ADMINISTRATOR deems necessary to verify

and review CONTRACTOR's performance under this AGREEMENT pertinent information relative to the Landscape Maintenance program.

5.0 ENFORCEMENT, DEDUCTIONS, AND LIQUIDATED DAMAGES

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

The PERFORMANCE DEFICIENCY NOTIFICATION will contain the acceptable time frame for service correction. Upon notification by the CONTRACTOR that corrective action has been taken, said correction(s) will be inspected by INSPECTOR and either be accepted or rejected. If accepted, no liquidated damages will result. The CONTRACTOR will be notified of the acceptance of the corrective action in writing.

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

- 5.03 As stated above, CONTRACTOR shall be given a time frame to correct the non-compliance. If CONTRACTOR fails to complete the corrective action within the required time frame, CITY will deduct from CONTRACTOR'S invoice at a rate of \$500 per calendar day (liquidated damages) beyond the acceptable time frame. Alternatively, at the CITY's sole and absolute discretion, CITY may correct any and all deficiencies using alternate forces. Should the CITY use alternative 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 Any liquidated damages or the cost for alternative forces shall be deducted from the CONTRACTOR'S invoice. Notification of the amount deducted from payments to the CONTRACTOR will be forwarded to the CONTRACTOR by the CONTRACT ADMINISTRATOR in a written notice describing the reasons for said action. The monthly PERFORMANCE DEFICIENCY NOTIFICATION report shall constitute reason for any deductions so imposed.

6.0 EXTRA WORK AND EMERGENCIES

- 6.01 The CITY may award Extra Work to the CONTRACTOR or to other forces, at the discretion of the CONTRACT ADMINISTRATOR.
- 6.02 If the CONTRACT ADMINISTRATOR determines that the Extra Work can be performed by CONTRACTOR's present work force, Extra Work shall be paid for

under written direction in accordance with the terms therein provided. Payment for Extra Work will be made at the unit price per this Agreement.

- 6.03 In the event that the CONTRACTOR's PROPOSAL for Extra Work is not approved, the CONTRACT ADMINISTRATOR reserves the right to perform such work with other forces.
- 6.04 All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work within the time allotted.
- 6.05 EMERGENCY WORK. When a condition exists which the CONTRACT ADMINISTRATOR deems urgent, the CONTRACT ADMINISTRATOR may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the CONTRACT ADMINISTRATOR for approval.
- 6.06 The CONTRACTOR is required to maintain an office/yard facility within a 50-mile radius of the job site and provide the office with a telephone service available during normal working hours. CONTRACTOR is further required to provide the CITY with a 24-hour emergency number for contact outside normal working hours. The response time to respond to an emergency call-out by the CONTRACTOR shall not be more than one (1) hour. The cost for all "Emergency" call-outs will be billed as "Extra Work."

7.0 CONTRACTOR'S DAMAGES

- 7.01 All damages caused to existing facilities by the CONTRACTOR's operation shall be repaired or replaced by the CONTRACTOR or by other forces, all at the discretion of the CONTRACT ADMINISTRATOR, and all at the CONTRACTOR's expense.
- 7.02 All damage to any portions of the curb, gutter, sidewalk, or any other CITY improvement damaged by the CONTRACTOR during the course of work shall be replaced by the CONTRACTOR at his own cost, free of all charges to the CITY.

8.0 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

- 8.01 All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the CONTRACTOR in an acceptable manner, and no compensation will be allowed for such correction. Upon failure on the part of the CONTRACTOR to comply without delay with any order of the CONTRACT ADMINISTRATOR made under the provisions of this paragraph, the CONTRACT ADMINISTRATOR shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and deduct the costs thereof from any monies due or to become due by the CONTRACTOR.

9.0 COMMUNICATIONS AND EMERGENCY RESPONSE

- 9.01 CONTRACTOR shall report any emergency of a safety, security, or health problem or any problems that cannot wait to be repaired until the next work day to the Claremont Police Dispatcher at (909) 399-5411. Emergency problems reported to the Dispatcher and non-emergency items that require attention shall be expeditiously submitted in writing to the CONTRACT ADMINISTRATOR.
- 9.02 The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number. For hours beyond a normal 7 a.m. to 5 p.m. business day, an on-call service shall be provided.
- 9.03 The CONTRACTOR's supervisor(s) shall carry a cell phone and shall respond to any call from the CITY within thirty (30) minutes of the call. The CITY shall not call the CONTRACTOR's supervisor except during normal working hours.
- 9.04 Whenever immediate action is required to prevent possible injury, death, or property damage, the CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CONTRACT ADMINISTRATOR, charge the cost thereof to the CONTRACTOR or deduct such cost from any amount due to the CONTRACTOR.
- 9.05 All complaints shall be abated as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the CONTRACT ADMINISTRATOR. If any complaint is not abated with twenty-four (24) hours, the CONTRACT ADMINISTRATOR shall be notified immediately of the reason for not abating the complaint followed by a written report to the CONTRACT ADMINISTRATOR within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the CONTRACT ADMINISTRATOR, the CONTRACT ADMINISTRATOR may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeited from payments owing to the CONTRACTOR from the CITY with the possibility of additional penalties.
- 9.06 The CONTRACTOR shall maintain a written log of all communications. The date and time thereof and the action taken pursuant thereto or the reasons for non-action. Said log of complaints shall be retained by the CONTRACTOR and be open to the inspection of the CONTRACT ADMINISTRATOR at all reasonable times.

10.0 SAFETY

- 10.01 The CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. The CONTRACTOR agrees to accept the sole responsibility for complying with all City, County, State, or Federal requirements at all times so as to protect all persons, including CONTRACTOR's employees, agents of the CITY, vendors, members of the public or others from foreseeable injury or damage to their property.

- 10.02 Any work performed in the right-of-way shall be conducted so as to cause the least possible obstruction and inconvenience to public traffic and safety, and all necessary measures shall be taken to maintain adequate traffic flow to prevent accidents and to protect the site of the work.
- 10.03 A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of the maintenance operation demand closing the full width of an intersection, such closing shall be allowed only after the CONTRACTOR has secured permission from the CONTRACT ADMINISTRATOR, and the duration of said permission is granted. The CONTRACTOR shall make the necessary arrangements to provide temporary crossing or to reroute traffic away from said intersection and to provide and maintain barriers, guards, directional signs, watchmen, and lights at all detour points, in order to give adequate warning to the public at all times of the maintenance operation and of any dangerous conditions as a result thereof. The CONTRACTOR shall also erect and maintain such additional warning and directional signs as may be required by the CITY in accordance with the California Manual on Uniform Traffic Control Devices (CMUTCD).
- 10.03.1 The above-mentioned barriers, safety lights, warning and regulatory signs, cones, guards, temporary crossovers and watchmen shall also be provided and maintained by the CONTRACTOR at their own cost over all portions of the work during the maintenance operation.
- 10.04 The CONTRACTOR shall take all necessary measures to protect public property and to prevent accidents during any and all phases of the work. The CONTRACTOR shall report all acts of vandalism to the CONTRACT ADMINISTRATOR and include a cost estimate for repairs.
- 10.05 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 on a weekly basis. The CONTRACT ADMINISTRATOR shall be notified immediately of any unsafe condition that requires major correction, including any potential hazards at said sites, and keep a log indicating date inspected and action taken. The CONTRACTOR shall be responsible for making minor corrections including but not limited to traffic cones alerting patrons of the existence of hazards and the like, so as to protect members of the public or others from injury.
- 10.06 The CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services, and, if so requested, shall prepare a written report thereof to the CONTRACT ADMINISTRATOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of such occurrence.
- 10.07 The CONTRACTOR shall, as far as practicable, keep the project free from rubbish and debris and in as safe as possible condition.

11.0 HOURS AND DAYS OF SERVICE

- 11.01 The normal hours of maintenance shall be between 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise specified or approved by the CONTRACT ADMINISTRATOR.
- 11.02 The CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours five (5) days per week per Section 12. Any changes in the days and hours of operation as prescribed shall be subject to approval by the CONTRACT ADMINISTRATOR.
- 11.03 Per State of California Labor Code, CONTRACTOR is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this AGREEMENT shall constitute a legal day's work and said CONTRACTOR shall not require or permit any laborer, worker, or mechanic, or any subcontractor employed thereby to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by State of California Labor Code Section 1815.

12.0 PROJECT SCHEDULE

- 12.01 The CONTRACTOR shall, within thirty (30) days after the award of PROPOSAL of this AGREEMENT, submit work schedules and a list of crew members per crew assigned to the contract to the CONTRACT ADMINISTRATOR for review and approval.
- 12.02 The CONTRACTOR shall submit revised schedules and/or crew size when actual performance or assignments differ substantially from planned performance, and from time-to-time as requested by the CONTRACT ADMINISTRATOR. Said revisions shall be submitted to the CONTRACT ADMINISTRATOR for his review and approval within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.

13.0 CONTRACTOR'S EQUIPMENT

- 13.01 The CONTRACTOR shall provide a list of equipment dedicated to the CITY to perform all work in accordance with the specifications set forth herein.
- 13.02 In cooperation with the Claremont Police Department, CONTRACTOR agrees to and pays for background checks if required on all personnel providing services for this CONTRACT. In the event such background checks reveal an item the CITY deems a security problem, the CITY may request that such individual be removed from the list of personnel authorized to provide services in the City.
- 13.03 Each crew shall include at least one individual who speaks the English language proficiently. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might service any site without other supervisory personnel present.

- 13.04 The CONTRACTOR shall have an "on-site" representative with authority to contractually bind the CONTRACTOR in matters which may arise during this agreement performance period. The CONTRACTOR shall provide, prior to commencement of work under this Agreement, in writing to the CONTRACT ADMINISTRATOR, a statement indicating by name the specific authority vested in the "on-site" representative. The "on-site" representative shall be available for consultation regarding problems on a daily basis at some time during normal hours.
- 13.05 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. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR's personnel at all times. Shirts shall be worn and buttoned at all times. CONTRACTOR's personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working in the right-of-way.
- 13.06 The CONTRACTOR shall use vehicles and equipment marked with company logo at all times, even during after-hours and on-call response.
- 13.07 The CONTRACT ADMINISTRATOR may at any time give the CONTRACTOR written notice to the effect that the conduct or action of a designated employee of the CONTRACTOR is, in the reasonable belief of the CONTRACT ADMINISTRATOR, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CITY to consider the appropriate course of action with respect to such matter, and the CONTRACTOR shall take reasonable measures under the circumstances to assure the CONTRACT ADMINISTRATOR that the conduct and activities of CONTRACTOR's employees will not be detrimental to the interest of the public patronizing the premises.
- 13.08 The CONTRACT ADMINISTRATOR may at any time order any of the CONTRACTOR's personnel to be removed from the premises when, in the reasonable belief of the CONTRACT ADMINISTRATOR, said CONTRACTOR's personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 13.09 At no time during the course of providing services under this Agreement shall the CONTRACTOR or any person employed by the CONTRACTOR have persons who are not employed by the CONTRACTOR present on CITY property. No persons who are not employed by the CONTRACTOR shall accompany the CONTRACTOR or any employee of the CONTRACTOR during the course of providing services under this Agreement.

14.0 TRAINING

- 14.01 The CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in and certification by professional associations.

14.02 CONTRACTOR's "on-site" representative shall be responsible for instructing and training of CONTRACTOR's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this Agreement.

15.0 NON-INTERFERENCE – NOISE

15.01 The CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15.02 In the event that the CONTRACTOR's operations must be performed when persons of the public are present, the CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

15.03 The CONTRACTOR shall be subject to local ordinances regarding noise levels with regard to equipment operations. CONTRACTOR shall not use any power equipment prior to 7:00 a.m. or later than 5 p.m. Further, any schedule of such operations may be modified by CONTRACT ADMINISTRATOR in order to ensure that the public is not unduly impacted by the noise created by such equipment.

16.0 AVOIDANCE OF DUST NUISANCE

16.01 During the process of work, the CONTRACTOR shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the CONTRACT ADMINISTRATOR.

17.0 WORK NOT INCLUDED

17.01 Utility billings are not included in the Agreement. The CITY will be responsible for water and electric billings, except in instances where excessive costs are incurred by the CITY due to water waste or negligence by the CONTRACTOR. If the CONTRACT ADMINISTRATOR, based upon all the facts that may be gathered, determines that excessive utility costs have occurred, the CITY may withhold from the payment to CONTRACTOR those funds necessary to reimburse the CITY these additional costs.

18.0 UTILITIES

18.01 It is anticipated that existing utilities will not interfere with the CONTRACTOR's operations. However, the CONTRACTOR shall exercise due care to ensure that these utility facilities are not damaged during operations. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property. Employees of the CITY shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacement. When in doubt, the CONTRACTOR shall contact the utility concerned before proceeding further. The affected agencies may be contacted at the following telephone numbers:

<u>AGENCY</u>	<u>TELEPHONE NUMBER</u>
City of Claremont	909-399-5431
Claremont Unified School District	909-398-0673
Southern California Edison	800-655-4555
Southern California Gas	800-427-2200
Verizon	800-483-4000
Golden State Water	800-999-4033

19.0 TECHNICAL SPECIFICATIONS

- 19.01 Dry weeds, brush, and vegetation within 200 feet from a home or other structure and 10 feet from a road shall be pruned to maintain size and minimize potential fuel that may add to brush fires. All weeds shall be cut to a height of three (3") prior to June 1st.
- 19.02 Proper fire suppression devices shall be required at all times for each crew working on this project.
- 19.02.1 Each employee shall have proper fire suppression equipment on them at all times while working under the purview of this contract.
- 19.03 All flammable fuels shall be removed in accordance with the direction given by the Los Angeles County Fire Department during the month of May. CONTRACTOR shall removal of any dry ground cover and shrubbery.
- 19.04 CONTRACTOR shall fully comply with weed abatement standards as determined by the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.
- 19.05 All flammable vegetation shall be mowed or cut to a stubble height of three (3) inches, for 30 feet around any structure or 50 feet in high hazard areas (County of Los Angeles Fire Code 325.2.1(2), 325.2.2).
- 19.06 Thin remaining vegetation for the next 170 feet, for a total of 200 feet, around any structure by clearing, trimming, thinning, limbing up, and removing flammable vegetation.
- 19.07 Specimen native trees, and shrubs are permissible, provided that they do not form a means of transmitting fire to any structure. All specimens shall be placed a minimum of 15 feet or three (3) times their diameter from other specimens, structures, or surrounding native brush.
- 19.08 Access roads shall be maintained with a minimum of 10 feet or brush clearance on each side. Fire access roads shall have an unobstructed vertical clearance to the sky. Trees overhanging fire access roads shall be maintained to provide adequate vertical clearance (County of Los Angeles Fire Code 325.10, 503.1.1, through 503.6).
- 19.09 Provide a minimum of 3 feet of brush clearance around all fire hydrants (County of Los Angeles Fire Code 508.5.5).

19.10 It is required that all trees and shrubs shall be maintained free of dead wood and litter. Shrubs must be trimmed up from the ground 1/3 of their height. Trees shall be trimmed up a minimum of 6 feet or 1/3 their height up to 40 feet.

19.11 Care shall be taken when trimming trees during the nesting season of native bird species.

20.0 INSPECTIONS AND CLEARANCE

It is the CONTRACTOR's responsibility to return to any given parcel, at the request of the CITY, should it not pass the Los Angeles County's inspection. Any additional work as required will be at the CONTRACTOR's expense.

Bid No. CS-26-02

EXHIBIT C

SAMPLE AGREEMENT
May be subject to change

**AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT
AND [CONTRACTOR] FOR WEED ABATEMENT AND BRUSH
CLEARANCE 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 Weed Abatement and Brush Clearance 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 Weed Abatement and Brush Clearance 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 Weed Abatement and Brush Clearance 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 Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.9 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any

auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

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

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

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

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

3.3 Fees and Payments.

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

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

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

CITY:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

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

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

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

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

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

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

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

SIGNATURES ON NEXT PAGE

CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By: _____
City Manager

By: _____

Name: _____

Attest:

Title: _____

Shelley Desautels
City Clerk

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

Approved as to Form:

Rutan & Tucker, LLP

By: _____

City Attorney

Name: _____

Title: _____

EXHIBIT D

PERFORMANCE DEFICIENCY NOTIFICATION

May be subject to change

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

LOCATION: _____

DEFICIENCY: _____

NOTIFICATION:

CONTRACTOR'S REPRESENTATIVE: _____

DATE: _____ TIME: _____ METHOD OF NOTIFICATION: _____

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

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

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

COMMENTS:

Inspector