CITY OF CARPINTERIA
REQUEST FOR PROPOSAL
TO PROVIDE
JANITORIAL SERVICES

SEPTEMBER 2019

Proposals are due at the City Clerk’s Office by 4:00 p.m., Thursday, October 10, 2019, at:

City of Carpinteria
City Clerk's Office
4180 Via Real, Suite B
Carpinteria, California 93013
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INTRODUCTION

The City of Carpinteria (City) is requesting proposals from qualified firms to provide janitorial services at City facilities including for emergencies and as needed by the City. The City is seeking a janitorial services contract for an initial term of five (5) years with three (3) one-year (1-year) extension periods at the option of the City. The award will be made to the most qualified firm based on the responsiveness to this Request for Proposal (RFP).

The City implemented an Environmental Purchasing Policy, and the City encourages other businesses to adhere to similar principles (City Council Resolution No. 5686. Adopted July 25, 2016).

PROPOSAL SUBMISSION INSTRUCTIONS

Submit one (1) original proposal and three (3) copies to the place and by the date and time stated on the cover of this RFP. The proposal shall be submitted in a sealed envelope and clearly marked on the outside as follows:

“Janitorial Services Proposal”

The name and address of the firm shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the firm, e.g. Envelope 1 of 3, as required.

Proposal in the form of telephone calls, facsimiles, or emails will not be accepted. The City does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the proposal was received.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Questions

All questions regarding this RFP must be submitted via email to the following contact:

Mr. John L. Ilasin, P.E.
Public Works Director/City Engineer
City of Carpinteria
Public Works Department
johni@ci.carpinteria.ca.us

Questions must be submitted at least four (4) days before the proposal deadline. Questions submitted after this time will not be responded to.

SCOPE OF SERVICES

The Contractor shall furnish all materials, labor, supervision, and equipment necessary to perform all work required to provide janitorial services at City facilities including for emergencies and as needed
by the City in accordance with federal, state, and local laws, rules, and regulations. The services to be provided include those listed below. The services include specific tasks as well as goals, which are expected to be reached.

1. Janitorial Services Requirements

   A. General Requirements

   The Contractor shall be responsible for the cleanliness and sanitation of City facilities as shown in the enclosed list. The scope of services herein this RFP shall be used as a guideline for the Contractor. The scope of services does not attempt to describe every detail or feature of the City facility that is to be maintained by the Contractor.

   Attention is directed to California Labor Code Section 1060 through 1065 regarding the Displaced Janitor Opportunity Act.

   These requirements may be modified by the Public Works Supervisor as conditions may warrant to maintain cleanliness and sanitation.

   B. Construction Projects

   The City will notify the Contractor of City construction projects and encroachment permit work that may potentially obstruct access to a City facility. When the City notifies the Contractor of obstruction to janitorial services due to construction related obstructions, the Contractor shall note City facility not serviced. The Contractor shall note in its log the City facility not serviced, date, and reason. The Contractor shall neither service nor bill for servicing the City facility that is obstructed due to construction. Construction may also require that changes be made to the servicing schedule.

   C. Re-Service

   If a serviced area is deemed to be substandard by the City, the substandard section shall be re-serviced within 24 hours of notification. The determination of acceptable performance is at the sole discretion of the Public Works Supervisor. The Contractor shall re-service at its own expense. The Public Works Supervisor shall be notified of the completed re-service.

2. Janitorial Services Level of Service and Frequency

   The scope of services defines the minimum level of service and frequency deemed acceptable. It is expected of the Contractor to schedule its operations to meet or exceed the City’s requirements and provide a thorough cleaning and sanitizing of the City facilities.

   It is further expected that the Contractor identify service issues, including when frequency of service is inadequate, and timely communicate such issues along with recommendations to the City.

   The City reserves the right to change frequency of janitorial services, modify City facilities, and add new City facilities to be serviced.
Adjustments to level of service and frequency shall be implemented by Contractor no later than seven days from the date of request by City unless otherwise agreed upon by City and Contractor.

3. Janitorial Services for Special Events

The Contractor shall attend mandatory pre-event meeting with the Public Works Supervisor in the week before each event to review required logistics and timing. The Contractor shall immediately service the City facility after the event in the manner to be described at the pre-event meeting the week before each event.

The following event dates and typical plan are subject to change:

- Annual Household Goods and Hazardous Waste Day (Second Saturday in April)
  Typical plan: City Hall restroom immediately following the annual Household Goods and Hazardous Waste Day.

- California Avocado Festival (first full weekend in October)
  Typical plan: Public restrooms at Parking Lot #1 and Parking Lot #3.

- Independence Day Parade (Saturday closest to July 4th)
  Typical plan: Public restrooms at Parking Lot #1 and Parking Lot #3.

- Holiday Parade (First Friday in December)
  Typical plan: Public restrooms at Parking Lot #1 and Parking Lot #3.

4. Emergency Services

The Contractor shall provide an emergency phone number of the Contractor’s representative for emergencies. The Contractor shall respond to City emergency requests within two (2) hours.

5. Legal Requirements

Janitorial services shall be provided in accordance with all federal, state, and local laws. This shall include licenses, permits, and approvals required by the above regulatory authorities.

6. Missed Janitorial Services

Missed janitorial services by the Contractor including missed services as a result of mechanical breakdowns, accidents, or not having personnel available shall be immediately reported to the Public Works Supervisor. Missed services shall be made up on the next day at no additional charge to the City.

7. Cancellation of Scheduled Janitorial Services due to Inclement Weather

Janitorial services may be cancelled as directed by the Public Works Supervisor because of inclement weather, in which case the Contractor will be notified by the Public Works Supervisor. Such cancelled services shall not be made up.

8. Cancellation of Scheduled Janitorial Services on Major Holidays
Janitorial services of regularly scheduled City facilities will be cancelled on the six major holidays listed below. The Public Works Supervisor will notify the Contractor of the dates of holiday-related cancellations at the beginning of each contract year and reconfirm at least one week in advance of these or any additional scheduled cancellation days. Janitorial services shall occur on minor holidays and on City staff holidays that do not fall on a major holiday. For example, when Independence Day is on a Sunday, July 5 will be a City staff holiday for Independence Day, and janitorial services shall occur on that day because it is not the same as the major holiday.

Janitorial services will be cancelled for the following major holidays:

- New Years’ Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

9. Inspection

All work performed pursuant to the scope of services is subject to the inspection by the Public Works Supervisor. The determination of acceptable performance is at the sole discretion of the City. Areas found to be unsatisfactory shall be re-serviced by the Contractor at no additional cost to the City.

10. Manpower

The Contractor shall employ competent and experienced personnel sufficient to meet all obligations herein.

The Contractor’s personnel and its representatives or agents which will be in public contact shall be in uniform or work clothes suitable for public contact.

The Contractor shall maintain a reserve of manpower to meet all existing and future needs of the contract.

The Contractor shall provide a supervisor who is proficient in English.

11. Written Verification and Logs

The Contractor’s personnel shall record daily service information including City facility identification, day of week, date, reason for cancellation or missed services, City facility identification that is not serviced due to obstructions and the type of obstruction. Data shall be entered on a spreadsheet and transmitted to the Public Works Supervisor at the end of each month or at a frequency as determined by the Public Works Supervisor. The Contractor shall submit with each monthly billing a copy of the full month’s service log.

12. Reporting

Daily reports shall be submitted to the Public Works Supervisor at every consecutive weekday. Daily reports shall include the following content:
• Citizen complaints and resolution
• Hazardous conditions report
• Service obstruction report
• Service schedule compliance

Weekly reports shall be submitted to the Public Works Supervisor every five consecutive weekdays. Weekly reports shall include the following content:

• City facilities serviced

13. Regular Meetings

The Contractor shall attend regular meetings with the City to review progress, questions, complaints, and any other janitorial service matters. The Contractor’s supervisor shall attend the meetings with the Public Works Supervisor in City offices at mutually acceptable times as arranged by the City.

14. Required Qualifications

The Contractor’s personnel shall be qualified and trained in janitorial means and methods.

15. Contract Administration

A. Notices

Unless otherwise specified elsewhere in this scope of services, all notices, requests, demands, and other communications regarding the daily services shall be made in writing addressed to the City and attention to the following City staff of the respective City facility:

Parking lot restrooms
Public Works Supervisor

City Hall, Veterans Hall, pool, park, and field restrooms
Parks Supervisor

B. Extra Facilities to be Pre-approved

Any additional facilities serviced outside the regular schedule shall be pre-approved by the Public Works Supervisor in writing.

C. Complaints

The Public Works Supervisor will receive and respond to complaints about janitorial services and will contact the Contractor as needed. In the event of a disagreement about the resolution
of a complaint, the Public Works Supervisor will render a decision that is final. Any re-
servicing required as a result shall be at no additional charge to the City.

D. Term of Contract and Renewal Option

The City is seeking a janitorial services contract for an initial term of five (5) years with three
(3) one-year (1-year) extension periods at the option of the City. Written approval of such
extensions will be attached to the copies of the contract on file with each party. Upon exercise
of such approval, janitorial services shall continue to be provided under and upon the same
terms, provisions, limitations, and conditions as provided for the initial term, except that the
rate may be adjusted by mutual agreement according to the contract rate adjustment method.

E. Compensation

Invoices for janitorial services shall be sent to the City upon the completion of each month.
Invoice shall be submitted with ten (10) days of the end of a month. Invoices shall list each
City facility that was serviced. If any parade or other special event, or emergency service
took place, it shall be listed separately with date, location, and rate. Invoices shall indicate
days and reasons when City facilities are not serviced as a result of cancellations due to in-
clement weather or holidays and obstructions by City construction projects or special events
that prevent servicing, and mechanical failures or other missed services by the Contractor.
Any City facility not serviced on a given day for the above reasons shall not be billed by the
Contractor nor paid by the City.

A complete log sheet of City facilities serviced for the month shall be attached with invoice.

Invoices shall be submitted to:

City of Carpinteria
Public Works Department
Attention: Public Works Supervisor
5775 Carpinteria Avenue
Carpinteria California 93013

F. Discount

The Contractor shall state what discount, if any, is given for prompt payment of invoices within
20 days.

G. Default

Repeated instances of failure to perform (i.e. three or more written warnings received by the
Contractor within any three consecutive months) and/or disregard of the requirements of the
contract shall result in the cancellation of the contract upon providing 30-days written notice
to the Contractor.

16. Environmentally Preferable Purchasing Policy

The Contractor shall conform to the City’s Environmentally Preferable Purchasing Policy as set
forth in the enclosed City Council Resolution No. 5686. Any reports that are required to be
produced as a part of the scope of services shall be submitted on post-consumer recycled and recyclable paper.

PROPOSAL REQUIREMENTS

The proposal shall demonstrate the qualifications, competence, and capacity of the Contractor to provide the services in accordance with the requirements of this RFP. The proposal shall specify an approach that will meet the RFP requirements.

The proposal shall contain the information as set forth in this section. Failure to include this information, or an incomplete response, may be cause for disqualification. The proposals will be used to evaluate and select the most qualified firm or firms.

The proposal shall include the following information as a minimum:

1. Transmittal cover letter signed by the person or persons authorized to represent the firm.
2. Executive summary.
3. The firm’s name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, facsimile number, web site address, and electronic mail address.
4. All existing and past financial relationships including agreements between your firm and proposed subcontractors, with current Members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past and present. If there are none, the proposal shall clearly state this. The Members of the City Council can be viewed at http://carpinteria.ca.us/citycouncil/index.shtml.
5. Descriptions of the proposed service organization and specific experience and capabilities of the supervisor and personnel related to the scope of services. Include licenses and affiliations for supervisor and personnel. Résumés for supervisor and each personnel shall be included and attached separately in an appendix to the proposal. Copies of résumés will not count as part of the page limitation.
6. A brief explanation of why the firm is best-suited to provide these services, and why participation will make its services successful. The firm’s related experience, qualifications, expertise, experience, areas of specialization, and government contracts shall be stated. Provide contact names and phone numbers for at least three (3) relevant contracts listed that will serve as references.
7. A summary of the firm’s approach to the services. Address the scope of services as presented, but include other approaches, items, or considerations; or exceptions and additions. The approach should demonstrate a thorough understanding of the issues that may be anticipated in the services.

The proposal shall be a maximum of twenty (20) pages and double-sided on recycled content paper.

A proposal may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

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

Without limiting Contractor’s indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

1. General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

3. Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

4. Pollution and remediation liability insurance. Contractor shall maintain pollution and remediation liability insurance with limits of at least $2,000,000.

The Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

5. Other provisions or requirements

A. Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

C. Primary/non-contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

D. City’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
E. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

F. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

G. Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

H. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

I. Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.[1]

J. Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

K. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

L. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

M. Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought on or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements.

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[1] It may be difficult to obtain notice of cancellation to an additional insured from an insurer. As a precaution, you should require such notice and be prepared to eliminate the requirement, or contract with a different vendor, depending on your perception of the risk.
proof of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

N. City’s right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor’s compensation.

O. Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

P. Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Q. Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Proof of insurance shall be submitted before award of the contract. The insurance company shall be an admitted carrier in the State of California with an A.M. Best rating of A-IV or better.

All insurance required pursuant to the contract shall name the City, its employees, city council members, officers, and agents as additional insureds.

Specific provisions for insurance are set forth in the enclosed contract template.

EVALUATION CRITERIA

From the proposals received, the City will select the three (3) highest rated firms for interviews. Evaluation of the proposals including the interviews will be based on the following criteria and weighted values:

1. The Contractor’s qualifications and ability to perform the work as outlined in the scope of services above based on information provided by the Contractor and client references. (25 Points)
2. The Contractor’s supervisor, personnel, and any subcontractor’s qualifications, knowledge of local conditions and ability to perform the work as outlined in the scope of services above based on information provided by the Contractor. (25 Points)
3. The Contractor’s responsiveness and availability to the City, and the ability of the Contractor’s supervisor, personnel, and any subcontractor(s) to effectively and efficiently to provide the service. (20 Points)
4. The Contractor’s understanding of the scope of services as demonstrated by its approach, the proposal’s responsiveness to the RFP and the City’s needs, and its demonstrated ability to meet the contract. (20 Points)
5. Based on client references, the Contractor’s performance on similar services. (10 Points)

The City will enter into negotiations with the firm receiving the highest rating. A separate fee proposal will be requested from the firm that received the highest rating. This fee information will be used as a basis for negotiation with the successful firm in order to enter into a contract with the City. Enclosed herein this RFP is an example of the contract. If such negotiations are not successful, the City will
then enter into negotiations with the firm or firms receiving the next highest rating. The fee proposal will be valid for ninety (90) calendar days.

The successful firm is required to obtain insurance, as set forth in the RFP, with an insurer or insurers that are satisfactory to the City. Failure to meet the insurance requirements will result in the Contractor’s disqualification. By signing and submitting a proposal, the Contractor is certifying that it has reviewed the City’s insurance coverage requirements, and that the said insurance coverages will be obtained and be in force upon execution of a contract with the City. The successful firm shall submit a completed certificate of insurance with the signed contract.

Failure to respond to the RFP requirements will result in the disqualification of the proposal as non-responsive to the RFP.

The tentative schedule for selection is as follows:

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<tr>
<td>Proposals Due</td>
<td>Thursday, October 10, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>Thursday, October 17, 2019</td>
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<tr>
<td>Selection</td>
<td>Monday, October 21, 2019</td>
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<tr>
<td>Award Contract</td>
<td>Monday, October 28, 2019</td>
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RIGHT TO REJECT ANY OR ALL PROPOSALS

The City reserves the right to reject any or all proposals or to select the proposal most advantageous to the City. The City reserves the right to verify all information submitted in the proposal. The City reserves the right to amend the RFP or issue a notice of amendment. The City reserves the right to reject any and all proposals and to waive any informality, irregularity, or technicality in any proposal. The posting of this RFP is not a guarantee that services will be purchased by the City.

The City may reject a proposal from any firm who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject a proposal from the firm who is not in a position to perform such a contract satisfactorily. The City may reject a proposal from any firm who is in default of payment of taxes, licenses, or other monies due to the City.

No compensation will be made for the cost of preparing any proposal. All submitted materials of a proposal will become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

Evaluations of the proposals will be available for public inspection at the conclusion of the selection process.

Submission of a proposal constitutes acceptance of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract.
CITY FACILITIES

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<th>Facility</th>
<th>Location</th>
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<tbody>
<tr>
<td>Bluffs Park Restroom/Viola Fields Restroom</td>
<td>6143 Carpinteria Avenue</td>
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<tr>
<td>City Hall</td>
<td>5775 Carpinteria Avenue</td>
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<tr>
<td>Community Pool</td>
<td>5305 Carpinteria Avenue</td>
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<tr>
<td>El Carro Park Restroom</td>
<td>5300 El Carro Lane</td>
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<tr>
<td>Monte Vista Park Restroom</td>
<td>1100 Bailard Avenue</td>
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<tr>
<td>Parking Lot #1 Restroom</td>
<td>4945 Carpinteria Avenue</td>
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<tr>
<td>Parking Lot #3 Restroom</td>
<td>499 Linden Avenue</td>
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<tr>
<td>Veterans Hall</td>
<td>941 Walnut Avenue</td>
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<tr>
<td>Salt March Nature Park Restroom</td>
<td>101 Ash Avenue</td>
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AGREEMENT FOR [INSERT SERVICE NAME] MAINTENANCE SERVICES

THIS AGREEMENT FOR [INSERT SERVICE NAME] MAINTENANCE SERVICES ("Agreement") is made and effective as of the [Insert day] day of [Insert month], [Insert year] by and between the City of Carpinteria, a municipal corporation ("City"), and [Insert company name] ("Contractor") (collectively, the "Parties") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a contractor to carry out the services described herein; and

B. Contractor has represented itself as being fully qualified and available to perform the contracting services necessary to complete the work in a timely manner; and

C. City desires to contract with Contractor and Contractor is willing to perform the contracting services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES.

   1.1 Basic Work. City hereby retains Contractor to perform the services described and set forth in the attached Exhibit A ("Basic Work"), which is incorporated by this reference as though set forth in full. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Basic Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall complete the Basic Work according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

   1.2 Additional Work. In addition to the Basic Work, City may elect to have Contractor perform additional work that is beyond the current scope of the Basic Work ("Additional Work"). Such Additional Work shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Contractor’s fee for such Additional Work. Basic Work and Additional Work are referenced collectively as “Work.”

2. PERFORMANCE.

   2.1 Standard of Performance. Contractor shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall review all plans and specifications and report any errors or omissions to the City before beginning any Work. Contractor...
shall not engage the assistance of subcontractors for performance of the Work unless previously agreed to in writing by the Public Works Director or his/her designee.

All Work is to be completed in accordance with, and as applicable to the latest revision of Santa Barbara County’s Engineering Design Standards, City of Carpinteria Municipal Code, Caltrans Standard Specifications for Public Works Construction, and traffic control as set forth in accordance with the provisions of the California MUTCD or as specified by the Public Works Director or his/her designee.

2.2 **Completion of Work.** Work shall be completed within [Insert contract time] of the signed date of this Agreement, unless extended in writing by the City.

2.3 **Labor and Materials.** Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.

2.4 **Review of Work.** Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City’s function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.

2.5 **Contract Administration.** The Public Works Director or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The Public Works Director or his/her designee shall have the authority to act on the City’s behalf to review and approve all Work submitted by Contractor and may execute all necessary documents to authorize Contractor to perform Additional Work as provided for herein.

2.6 **Representations and Warranties.** Contractor represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Work under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Work, and enter into this Agreement; (iii) the Work contemplated hereunder will be performed by adequately trained and properly licensed personnel in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Work in accordance with best management practices and industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Work and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until tasks described herein are completed to the satisfaction of the City, but in no event later than [Insert contract time], unless sooner terminated pursuant to the provisions of this Agreement. The City has the option to extend this Agreement on the same terms for three (3) additional one (1) year periods. The City shall not be required to provide “cause” or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

4. **COMPENSATION.**

4.1 **Basic Work.** For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of [Insert dollar amount in words] ($[Insert dollar amount]) as full compensation for all labor, materials, equipment, tools, transportation, and Work. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

Contractor agrees that the above named price shall be full compensation for successful completion of the Basic Work pursuant to the terms outlined in Exhibit A, as well as for furnishing all said labor, materials, equipment, tools, transportation and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, for all loss and damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by City, and for all risks of every description connected with the Work, for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in this Agreement to be borne by City and for completing the Work in accordance with the requirements of this Agreement.

4.2 **Additional Work.** Contractor shall not be compensated for any Work rendered in connection with its performance of this Agreement which is in addition to the Basic Work, unless such Additional Work is authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Work upon request of City.

4.3 **Consideration.** Contractor agrees to perform the Work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in this Agreement. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the attached Exhibits.

4.4 **Invoices.** Each and every payment by City shall be subject to City’s receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor’s performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give
written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees. The City shall pay interest at the legal rate on any invoices not paid within 30 days of submission where the validity of the request is not disputed and the request has been properly submitted.

4.5 **Withholding.** City reserves the right to withhold future payment to Contractor if any aspect of the Contractor’s work is found to be substantially inadequate. City shall notify Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after completion of Work.

4.6 **Taxes/Insurance/Licenses.** Contractor shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers’ compensation insurance, state disability insurance, and any other taxes or insurance which Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor and all subcontractors shall have in full force and effect all licenses necessary for the performance of Work hereunder, including without limitation, business licensing from City, all at the sole cost of Contractor.

5. **RECORDS.**

5.1 **Financial Records.** Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Work under this Agreement. Contractor shall also maintain adequate records of Work provided in sufficient detail to permit an evaluation of Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

5.2 **Access to Records.** Contractor shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in Section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.

5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor’s work product in the course of providing the Work pursuant to this Agreement (“Contractor Work Product”) shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of
accessing, compiling, transferring and printing computer files. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. **TERMINATION.**

6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct to the City’s satisfaction within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Contractor;
- Cessation of Contractor, or subcontractors under his or her control, to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Contractor for any crime, other than minor traffic offenses.

6.3 **Performance and Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, City shall pay Contractor for the outstanding balance owed for Work performed up to the time of termination. Upon termination of the Agreement, Contractor shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Contractor is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This Agreement may also be terminated by mutual consent of the Parties and in accordance with the terms and conditions of any plan of termination established by the Parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the Parties. The Parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** If any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the Parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and
equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both Parties. The decision in the arbitration shall be binding on all Parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Prior to the beginning of the Work and for the duration of this Agreement, Contractor shall maintain insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, obligations, claims, penalties, damages, costs, interest, actions, judgments, suits and expenses or disbursements of any kind or nature whatsoever, including attorneys’ fees and costs (“Claims”), which in any way relate to this Agreement or to the performance of this Agreement by any individual or entity for whom Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Contractor (“Agents”). Contractor shall also indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims which arise out of the negligence, recklessness, strict liability or willful misconduct of the Contractor and Agents.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality.** All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees or subcontractors shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager or his designee. Response to a subpoena or court order shall not be considered "voluntary" provided that Contractor shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation.** Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Contractor’s related Work. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.
11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges.** No City employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder.

11.3 **Contractor Duty to City.** Contractor understands and agrees that its responsibility to provide complete and accurate Work is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Contractor.** Contractor agrees to comply with all applicable conflict of interest codes. Contractor represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Work to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor certifies that neither he nor any of his officer, employees, subcontractors, or agents has or will have any prohibited financial interest under this Agreement.

11.5 **Undue Influence.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor or any officer, employee, subcontractor or agent of Contractor, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Contractor and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Further Assurances.** City and Contractor each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

**To City:**
Dave Durflinger, City Manager  
City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93013-2698  
P: (805) 684-5405  
F: (805) 684-5304

**To Contractor:**
[Insert contact name]  
[Insert company name]  
[Insert address]  
[Insert city, state and zip]  
P: [Insert number]  
F: [Insert number]

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

12.3 **Legal Responsibilities.** Contractor shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Work pursuant to this Agreement. The Contractor shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12.4 **Notice of Claims.** City agrees to timely notify Contractor of the receipt of any third party claim related to the Agreement.

12.5 **Licenses.** At all times during the term of this Agreement, Contractor and all officer employees, subcontractors or agents of Contractor shall have in full force and effect, all licenses required by law for the performance of Work described in this Agreement.

12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Contractor are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be
complied with by Contractor. Copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12.7 **Labor Requirements.** Contractor shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours’ labor constitutes a legal days’ work, and require Contractor to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California’s wage and hour laws will be enforced. In addition, Contractor must secure the payment of workers’ compensation to its employees as provided by California law. Contractor must also comply with the statutory requirements relating to the employment of apprentices. Additionally, Contractor is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment.** Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure.** Neither Contractor nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of
the parties. If any term, provision, covenant or condition of this Agreement is held by a
court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part,
the remainder of this Agreement shall remain in full force and effect and shall not be
affected, impaired or invalidated thereby. In the event of any provision shall be adjudged
invalid, void or unenforceable, the parties hereto agree to enter into a supplemental
agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law.** The City and Contractor understand and agree that the laws of the
State of California shall govern the rights, obligations, duties and liabilities of the parties
to this Agreement and also govern the interpretation of this Agreement, with venue
proper only in the County of Santa Barbara, State of California.

12.14 **Authorization.** All officers and individuals executing this and other documents on
behalf of the respective parties hereby certify and warrant that they have the capacity and
have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are
incorporated herein by this reference, constitutes the entire Agreement between the
parties and supersedes all prior and contemporaneous agreements, representations and
understandings of the parties. This Agreement may be altered, amended or modified only
by a supplemental writing executed by the parties to this Agreement and by no other
means. Each party waives any future right to claim, contest, or assert that this Agreement
was modified, canceled, superseded, or changed by any oral agreement, course of
conduct, waiver or estoppel.

12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall
remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be
invalid, void or unenforceable, then the remainder of this Agreement shall not be
affected, impaired or invalidated, and each such term and provision of this Agreement
shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date
first written above.

"CITY"
City of Carpinteria

By: ____________________________
[Insert name], Mayor

"CONTRACTOR"
[Insert company name]

By: ____________________________
[Insert authorized name], [Insert title]

ATTEST:
City of Carpinteria
By: _________________________
Fidela Garcia, CMC, City Clerk

APPROVED AS TO FORM:
City of Carpinteria

By: _________________________
Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria
EXHIBIT A
BASIC WORK
EXHIBIT B
PAYMENT RATES AND SCHEDULE
EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor’s indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

1. General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

3. Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

4. Pollution and remediation liability insurance. Contractor shall maintain pollution and remediation liability insurance with limits of at least $2,000,000.

The Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

5. Other provisions or requirements

A. Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

C. Primary/non-contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

D. City’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
E. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

F. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

G. Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

H. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

I. Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

J. Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

K. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

L. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

M. Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

N. City’s right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor’s compensation.

O. Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a

[1] It may be difficult to obtain notice of cancellation to an additional insured from an insurer. As a precaution, you should require such notice and be prepared to eliminate the requirement, or contract with a different vendor, depending on your perception of the risk.
deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

P. Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Q. Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.
EXHIBIT D

WORKERS’ COMPENSATION STATEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Acknowledged and Agreed:

__________________________________________
RESOLUTION NO. 5686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

WHEREAS, the City of Carpinteria continually works to develop programs that are consistent with the ideals of efficient resource allocation, environmental consciousness and economic development, including efforts to improve access to recreation and education opportunities and governmental support and services; and

WHEREAS, landfill capacity is an increasingly scarce resource in California and throughout the nation, and it is difficult and costly to site new landfill; and

WHEREAS, the City participates in and promotes recycling and other waste diversion and reduction strategies to conserve valuable resources and to significantly reduce the volume of material disposed of.

NOW, THEREFORE, BE IT RESOLVED as follows:

1.0 STATEMENT OF POLICY

1.1 It is the policy of the City of Carpinteria (City) to reduce natural resource consumption, waste production and environmental degradation by:

- Eliminating unnecessary purchasing;
- Increasing product efficiency, durability, reusability, and effectiveness;
- Purchasing products that are designed for recycling at end of life;
- Purchasing products that include recycled content;
- Purchasing products that conserve energy, water and other natural resources;
- Purchasing products that reduce greenhouse gas emissions in their production, shipping, use and discard;
- Identifying preferential products and standardizing their use; and
- Considering life cycle costs when making purchases for the City, such as vehicles, computers, and workstations

2.0 PURPOSE

2.1 This Policy is adopted in order to:

- Conserve natural resources;
- Minimize environmental impacts, toxics, pollution, and hazards to worker and community safety;
- Encourage waste stream diversion and reduce materials that are landfilled;
- Identify environmentally preferable products and distribution systems; and
- Increase use and availability of environmentally preferable products;

3.0 RESPONSIBILITIES

3.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices.

3.2 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

3.3 Nothing contained in this policy shall be construed as requiring a department, purchaser, or contractor to take any action that conflicts with local, state or federal requirements.

4.0 STRATEGIES FOR IMPLEMENTATION

4.1 Source Reduction

4.1.1 Purchase products that are durable, long lasting, reusable or refillable and avoid purchasing one-time use or disposable products.

4.1.2 Purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts.

4.1.3 Purchase items in bulk to reduce the packaging and transportation associated with lower product quantities

4.1.4 Request vendors eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practical. For vendors that cannot eliminate packaging request to use packaging that is reusable, recyclable or compostable in existing recycling programs.

4.1.5 Request vendors to take back and reuse pallets, expanded polystyrene and other shipping and packaging materials that cannot be eliminated.

4.1.6 Promote electronic distribution of documents rather than printing or copying.

4.1.7 Consolidate the use of electronic equipment and minimize the purchase of individual printers for staff members. When producing paper documents, print and copy all documents on both sides to reduce the use and purchase of paper.
4.1.8 Ensure all imaging equipment is installed with energy and resource-efficient settings set as default.

4.1.9 Purchase cleaning products in concentrated form when available.

4.1.10 Eliminate the purchase of water in plastic bottles for individual use within City buildings and operations.

4.2 Recycled Content Products

4.2.1 Purchase products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, that contain the highest post-consumer content available.

4.2.2 When specifying asphalt, concrete, aggregate base or Portland cement concrete for road construction projects, prioritize use of recycled, reusable or reground materials.

4.2.3 Purchase multi-function devices, copiers and printers compatible with the use of recycled content and remanufactured products.

4.2.4 Ensure pre-printed recycled content papers intended for distribution that are purchased or produced contain a statement that the paper is recycled content and indicate the percentage of post-consumer recycled content.

4.3 Energy Efficient and Water Saving Products

4.3.1 Purchase energy-efficient equipment with the most up-to-date, economically feasible, and proven energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

4.3.2 Purchase U.S. EPA Energy Star certified products when available.

4.3.3 Replace inefficient interior lighting with energy-efficient equipment.

4.3.4 Replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment. Minimize exterior lighting where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.

4.3.5 Purchase U.S. EPA WaterSense labeled water-saving products when
available. This includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

4.4 Green Building Products and Practices

4.4.1 Consider Green Building practices for design, construction, and operation as described in the LEED Rating Systems for all building and renovations undertaken by the City.

4.5 Landscaping Products and Practices

4.5.1 Employ sustainable landscape management techniques for design, construction and maintenance whenever possible for landscape renovations, construction and maintenance performed by the City.

4.5.2 Select plants to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color when advantageous. Native and drought-tolerant plants that require no or minimal watering once established are preferred. At no time will exotic-invasive plants or noxious weeds be purchased.

4.5.3 Consider recycled content for the construction of hardscapes and landscape structures.

4.5.4 Limit the amount of impervious surfaces in the landscape. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways. Permeable substitutes, such as decomposed granite, permeable asphalt or non-mortared pavers, are encouraged for walkways, plazas and access areas.

4.5.5 Purchase recycled content park supplies, such as benches, picnic tables, landscaping materials, and garbage and recycling containers, as practicable. Hardscapes and landscape structures constructed of recycled content materials are strongly encouraged.

4.6 Toxics and Pollution Prevention Products and Practices

4.6.1 Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde and no halogenated organic flame retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture and casework, and prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring.
6.0 PROGRAM EVALUATION

6.1 When the City optimizes existing software, the Finance Division shall periodically prepare reports summarizing the results of implementing this policy. The report shall include but not be limited to City purchases by product type, quantity and cost of products.

6.2 The Environmental Programs Manager shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

"Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

"Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City or serves in a subcontracting capacity with an entity having a contract with the City for the provision of goods or services.

"EcoLogo" is a third-party, multi-attribute eco-labeling program founded by the Canadian government in 1988 and part of UL Environment since 2010. The Program compares products/services with others in the same category, develops rigorous and scientifically relevant criteria, and awards the EcoLogo to those that are environmentally preferable throughout their entire lifecycle.

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"LEED Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEED) Rating System, approved by the U.S. Green Building Council, and designed for rating new and existing commercial, institutional, and residential buildings.

"Practical" and "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

"Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

"Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
4.6.2 When making a choice among comparable products, favor those products whose production and use involve the fewest hazardous materials.

4.6.3 Manage pest problems through the Integrated Pest Management program, which includes prevention and physical, mechanical and biological controls when staff and contractors maintain buildings and landscapes using the least toxic pest control as a last resort.

4.6.4 Reduce the use of disposable batteries by purchasing rechargeable batteries for devices, such as cameras, remote control, tape recorders, telephone headsets, wireless keyboards and mice and other equipment.

4.6.5 Purchase paper, paper products, and janitorial paper products that are unbleached or are processed without chlorine or chlorine derivatives.

4.6.6 When replacing vehicles, consider less-polluting alternatives to diesel such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells, as available.

4.7 Local Products Guiding Principles

4.7.1 Favor products that are extracted, processed and manufactured locally, whenever practicable.

5.0 IMPLEMENTATION

5.1 Each department will take steps to communicate and train their employees who make purchases on behalf of the City to purchase environmentally preferable products and services whenever practical and cost-effective. Departments are encouraged to communicate information to other departments when a product is identified as being available for use consistent with this policy.

5.2 Any request for proposal (RFP) or bid for services requested by the City shall include a standard statement that the City has implemented an Environmental Purchasing Policy and that the City encourages other businesses to adhere to similar principles. It shall further be requested that submitted proposals, quotes, or bids be printed two-sided on recycled content paper. Any consultants or contractors producing reports for the City will submit the report on post-consumer recycled and recyclable paper.

5.3 The Environmental Coordinator shall implement this policy in coordination with other appropriate City personnel.
"U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of October 2007 and any subsequent versions adopted.

"WaterSense" means a partnership program by the U.S. Environmental Protection Agency. Independent, third-party licensed certifying bodies certify that products meet EPA criteria for water efficiency and performance by following testing and certification protocols specific to each product category. Products that are certified to meet EPA specifications are allowed to bear the WaterSense label.

PASSED, APPROVED AND ADOPTED on July 25, 2016 by the following vote:

AYES: COUNCILMEMBER(S): Clark, Nomura, Stein, Shaw, Carty

NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria
Resolution No. 5686
July 25, 2016
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I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on July 26, 2016.

[Signature]
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

[Signature]
Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria