#### **CITY OF SIERRA MADRE**

#### NOTICE OF INVITING BIDS

SEALED PROPOSALS will be received in the office of the Director of Public Works, City Hall at 232 West Sierra Madre Blvd. Sierra Madre, CA 91024, up to 2:00 p.m. on September 27, 2012 at which time they will be publicly opened and read for the following project:

#### 2012-2014 JANITORIAL SERVICE AT CITY FACILITIES

Bid documents may be obtained from the Sierra Madre Public Works Department at 232 West Sierra Madre Blvd. Sierra Madre, CA 91024 for a non-refundable fee of \$15.00 (no bid documents will be mailed). Bids can also be downloaded from the City's website at www.cityofsierramadre.com at no cost.

Bid submittals must be returned to the attention of the Director of Public Works at City Hall, 232 West Sierra Madre Blvd. Sierra Madre, CA 91024 in a sealed envelope.

The work consists of furnishing all labor, materials, and equipment required for janitorial services at all city facilities as indicated by the specifications attached hereto.

A MANDATORY ATTENDANCE JOB WALK is scheduled for all contractors in order to provide information and review the scope of work. The job walk will be held on September 18, 2012 at 1:00 p.m. and will begin at City Hall, 232 West Sierra Madre Blvd. Sierra Madre, CA 91024. No bid shall be accepted from any bidder which is not present at the per-bid conference.

All bids are to be compared on the basis of the Public Works Director's estimate of the quantities of work to be done.

No contract will be awarded other than to a contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Profession Code.

All bids shall be based on the content of the contract documents, which consist of the Notice Inviting Bids, information required of bidder, the Contract, and Bid. All bids shall include resumes of principal employees, Company References (4 minimum), Company History, and a description of your firms Quality Control Program.

Special attention for all prospective bidders is called to the bid requirements and "Special Provisions" which contain the instructions to bidders. Said "Special Provisions" authorize the contractor to substitute securities in lieu of the 10% retention in accordance with and pursuant to Government Code Section 4590.

The contractor shall take out and maintain, during the life of the Contract, broad form comprehensive general public liability and property damage insurance with the carrier authorized by the insurance Commission to transact business of insurance in the State of California in which the City of Sierra Madre, its officers and employees, shall be named as an additional insured, and shall protect the contractor or any subcontractor performing work

covered by the contract, and also the City of Sierra Madre, from claims of personal injury, including accidental death, as well as from claims for property damages which may arise from the operations under this contract, whether such operations shall be performed by the contractor or any subcontractors, or by anyone directly or indirectly employed by any of them, and the limit of liability for such insurance shall be as follows:

- 1. Limit of Liability for Injury or Accidental Death: Each Occurrence or Accident \$2,000,000
- 2. Limit of Liability for Property Damage:
  Each Occurrence or Accident \$2,000,000

The City of Sierra Madre reserves the right to: accept or reject bids, award portions to different contractors, waive any irregularities and informality in the bids and bid process, and to retain all bids and guarantees for a period of ninety (90) days for examination and comparison, all specified in the contract documents.

CITY OF SIERRA MADRE

By:	
•	Bruce Inman, Director of Public Works
	Dated:

### SIERRA MADRE FACILITIES JANITORIAL SERVICE REQUEST FOR PROPOSALS

#### Facilities to be maintained

Police Department 7-Offices, 7-Restrooms, 1-Dispatch Center, 1-Kitchen, 1-Meeting

Room, 1-Jail area, 2-Locker Rooms, 1-Lobby, approximately

7300 sq. ft.

Fire Department 2-Offices, approximately 800 sq. ft.

City Hall 14-Offices, 4-Restroom, 2-Conference Rooms, 1-Breakroom,

Front Desk area, 1-Lobby, Basement, City Council Chambers,

approximately 8400 sq. ft.

Library 4-Offices, 3-Restroom, 2-Reading/Book Stack areas, 1-

Kitchenette, Customer counter, Basement, approximately 8600

sq. ft.

Recreation Center 3-Offices, 5-Restroom, 2-Classrooms, 1-Kitchen, 1-Fireside

Lounge, 1-Sierra Madre Room (Gym floor), 1-Storage room,

approximately 9500 sq. ft.

Youth Activity Center 1-Office, 1-Classrooms, 2-Restrooms, 1-Kitchen, 1-Meeting

Room, 1-Greatroom, approximately 3200 sq. ft.

Senior Center 1-Office, 2-Restroom, 1-Kitchen, 1-Meeting Room, 2-Great

Rooms, 1-enterance, approximately 3600 sq. ft.

Corporate Yard 3-Offices, 1-Restroom, 1-Kitchen, 1-Meeting Room, 1-Locker

Room, approximately 2100 sq. ft.

### **SERVICES REQUIRED**

- (a) Dust Mopping All tile or linoleum floor surfaces before and damp mopping or waxing.
- (b) Empty 32 gallon trash cans into dumpsters located outside of each building and new inners installed in cans.
- (c) Vacuum carpets all carpeted areas and under walk off mats and chair pads.
- (d) Baseboards and kick plates wipe clean and polish
- (e) Empty trash containers empty and install new liners.
- (f) Walls wiped and cleaned.
- (g) Dusting exposed areas of all desks and flat surfaces below eye level.
- (h) Spot clean glass clean hand prints and marks on glass (window, counter tops, tables).
- (i) Metalwork sanitize doors and drinking fountains.
- (j) Furniture wipe down and arrange.
- (k) Walk-off mats Vacuum and steam clean as necessary.
- (l) Damp mopping mop to clean all floors surfaces.
- (m) Restroom services clean toilets and sinks, empty trash containers, fill soap and paper dispensers.
- (n) High dusting remove dust from all surfaces above eye level and remove all cobwebs.
- (o) Carpet extraction steam clean all carpeted areas.
- (p) Strip and wax linoleum floors strip old wax off and spread new wax evenly.
- (q) Scrub and re-seal tile floors scrub all areas of the floor including the grout and spread sealer.
- (r) High-speed spray buff use buffing solution ands a high-speed buffer.
- (s) Cleaning exterior glass clean with no streaks all glass within 12-foot reach.
- (t) Interior glass all interior glass to be cleaned without streaking.
- (u) Kitchen wipe and sanitize counter, sink and faucet and clean area surrounding.
- (v) Kitchen detailing clean inside and outside of all appliances, cabinets and all surfaces.
- (w) Shower disinfection Decalcified (using bleach) daily; after that, hosed down and water removed to the floor drains. Wash down walls, wipe and sanitize sinks, toilets and counter tops.
- (x) Empty recycling containers empty blue recycle containers into separate recycling bin at each facility.

#### **SUPPLIES REQUIRED**

(1) Trash bags (32 gallon & office waste cans)

#### **STANDARD PROVISIONS**

The successful bidder shall be required to provide copies of;

- 1. Insurance Certificate listing the City as additional insured with \$2,000,000 Bodily Injury Liability and \$2,000,000 Property Damage Liability.
- 2. Worker's Compensation Insurance Certificate.
- 3. The Company must be bonded; copies of bonding documents to be provided.
- 4. City of Sierra Madre Business License.
- 5. List all company employees to be assigned to Sierra Madre facilities.
- 6. City fiscal year runs from July 1 to June 30. Initial contract period shall continue from contract signing to end of the fiscal year 2013-14 (June 30, 2014).

The time of cleaning must be performed during off hours with the exception of the Police Department hours for each building is as follows:

Building	Business Hours	Days	Cleaning Hours
Police Department	24 Hours		9:00 p.m – 6:00 a.m.
Fire Department	24 Hours		9:00 p.m. – 6:00 a.m.
City Hall	7:30 a.m. – 10:00 p.m.	M-F	10:00 p.m. – 6:00 a.m.
Recreation Center	7:00 a.m. – 10:00 p.m.	M-F	10:00 p.m. – 6:00 a.m.
Senior Center	8:00 a.m. – 10:00 p.m.	M-F	10:00 p.m. – 6:00 a.m.
Youth Activity Center	8:00 a.m. – 10:00 p.m.	M-F	9:00 p.m. – 10:00 p.m.
Corporate Yard	6:30 a.m. – 4:00 p.m.	M-F	6:00 p.m. – 6:00 a.m.
Library	8:00 a.m. – 9:00 p.m.	M-F	9:00 p.m. – 6:00 a.m.

The time shall be established and be consistent throughout the contract. Any change shall be approved in advance by the Director of Public Works.

#### **Pre-Bid Building Inspection**

The City recognizes the need for perspective bidders to inspect the City facilities prior to issuing bids. For that reason, a per-bid feasibility inspection has been scheduled for September 18, 2012 at 1:00 p.m. The inspection will start at City Hall 232 West Sierra Madre Blvd. Any firm providing a bid to the City for the janitorial service shall be familiar with the general condition of each facility at the time of the bid submittal. No additional charges will be allowed subsequent to contract signing for the bidder being unfamiliar with the facilities.

#### **Bid Requirements**

Estimate a monthly cost for the list of each Department as individual bid items.

Police Department

7-Offices, 7-Restrooms, 1-Dispatch Center, 1-Kitchen, 1-Meeting Room, 1-Jail area, 2-Locker Rooms, 1-Lobby and approximately 7300 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Empty 32 gallon trash containers	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Daily		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(n)	High Dusting	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Annual		
(r)	Cleaning exterior glass (window)	Monthly		
(s)	Interior glass (windows)	Monthly		
(t)	Kitchen	Daily		

R					Center, 1-Kitche 1-Lobby and ap	
(v)	Stock Supplies		Daily		_	
BID I	PROPOSAL FOR N	NIGHT SERVIC	E FIVE (7)	TIMES A	WEEK:	
(SUN	DAY THROUGH S	SATURDAY)				
Night	Cleaning		FY 2012 / 2	2013	FY 2013 / 2014	ļ
	TO	TAL COST FOR				PER YEAR

City Hall

14-Offices, 4-Restrooms, 2-Conference Rooms, 1-Breakroom, Front Desk area, 1-Lobby, Basement, City Council Chambers, approximately 8400 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Empty 32 gallon trash containers	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Daily		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Bi-Yearly		
(r)	Cleaning exterior glass (window)	Monthly		
(s)	Interior glass (windows)	Monthly		
(t)	Kitchen	Daily		

City	Hall	,	bby, Basement	nce Rooms, 1-Breakroom, City Council Chambers	_	
(v)	Basement cleaning	Daily		-		
(w)	Stock Supplies	Daily				
BID	BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK:					
(MC	ONDAY THROUGH F	'RIDAY)				
Nigh	nt Cleaning	FY 201	2 / 2013	FY 2013 / 2014		
	TOTA	AL COST FOR		PER YE	EAR	

Fire D	Fire Department 2-Offices, 1-Dispatch Center, approximately 800 sq. ft.					
ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT		
(b)	Vacuuming carpets	Daily				
(c)	Baseboard, and kick plates	Monthly				
(d)	Empty waste containers	Daily				
(e)	Walls	Daily				
(f)	Dusting	Daily				
(g)	Spot clean glass	Daily				
(m)	Carpet cleaning	Quarterly				
(o)	Interior glass (windows)	Monthly				
BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK:						
(MON	(MONDAY THROUGH FRIDAY)					
Night	Cleaning	FY 2012 / 20	13 FY 2	013 / 2014		
	TOTAL COST FOR			PER YEAR		

Library 4-Offices, 3-Restrooms, 2-Reading/Book Stack areas, 1-Kitchenette, Customer counter, Basement, approximately 8600

sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Sweeping, exterior	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Monthly		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(n)	High Dusting	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Bi-Yearly		
(r)	Cleaning exterior glass (window) and screens	Monthly		
(s)	Interior glass (windows)	Monthly		
(t)	Basement cleaning	Weekly		

Kito		,	-Offices, 3-Restrooms, 2-Reading/Book Stack areas, 1- Litchenette, Customer counter, Basement, approximately 8600 q. ft.			
(u)	Stock Supplies		Daily			
BID P	ROPOSAL FOR NI	GHT SERVICI	E FIVE (5) T	IMES A	WEEK:	
(MON	DAY THROUGH F	RIDAY)				
Night (	Cleaning		FY 2012 / 20	)13	FY 2013 / 2014	
	TOTA	AL COST FOR				PER YEAR

Recreation Center 3-Offices, 7-Restrooms, 2-Classrooms, 1-Kitchen, 1-Fireside

Lounge, 1-Sierra Madre Room (Gym floor), 1-Storage room, approximately 9500 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Sweeping, exterior	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Monthly		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(n)	High Dusting	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Bi-Yearly		
(q)	High speed spray buff	Monthly		
(r)	Cleaning exterior glass (window)	Monthly		
(s)	Interior glass (windows)	Monthly		
(t)	Kitchen cleaning	Daily		

Recreation Center	*	Restrooms, 2-Classrooms, 1-Kitchen, 1-Fireside ierra Madre Room (Gym floor), 1-Storage room, ly 9500 sq. ft.			
(v) Stock Supplies	Daily				
BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK:					
(MONDAY THROUGH F	RIDAY)				
Night Cleaning	FY 2012 / 2013	FY 2013 / 2014			
TOTA	AL COST FOR	PER YEAR			

Youth Activity Center 1-Offices, 1-Classrooms, 2-Restrooms, 1-Kitchen, 1-Meeting Room, 1-Greatroom, approximately 3200 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Sweeping, exterior	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Monthly		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Bi-Yearly		
(s)	Interior glass (windows)	Monthly		
(t)	Kitchen cleaning	Daily		
(v)	Stock Supplies	Daily		

# BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK: (MONDAY THROUGH FRIDAY)

Night Cleaning FY 2012 / 2013 FY 2013 / 2014

TOTAL COST FOR	PER YEAR
BID PROPOSAL	

## Senior Center

1-Offices, 2-Restrooms, 1-Kitchen, 1-Meeting Room, 2-Great Rooms, 1-entrance, approximately 3600 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(b)	Sweeping, exterior	Daily		
(c)	Vacuuming carpets	Daily		
(d)	Baseboard, and kick plates	Monthly		
(e)	Empty waste containers	Daily		
(f)	Walls	Monthly		
(g)	Dusting	Daily		
(h)	Spot clean glass	Daily		
(i)	Metal work	Daily		
(k)	Walk-off Mats	Weekly		
(1)	Damp mopping	Daily		
(m)	Restroom Services	Daily		
(o)	Carpet cleaning	Quarterly		
(p)	Scrub and reseal tile floor	Yearly		
(r)	Cleaning exterior glass (window)	Quarterly		
(s)	Interior glass (windows)	Monthly		
(t)	Kitchen cleaning	Daily		
(v)	Stock Supplies	Daily		

Senior Center 1-Offices, 2-Restrooms, 1-Kitchen, 1-Meeting Room, 2-Great

Rooms, 1-enterance, approximately 3600 sq. ft.

# BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK:

(MONDAY THROUGH FRIDAY)

Night Cleaning		FY 2012 / 2013	FY 2013	/ 2014
	TOTAL COST FOR			PER YEAR

Corporate Yard 3-Offices, 1-Restroom, 1-Kitchen, 1-Meeting Room, 1-Locker Room, approximately 2100 sq. ft.

ITEM	BASIC SERVICE	FREQUENCY	UNIT PRICE	MONTHLY AMOUNT
(a)	Dust Mopping	Daily		
(c)	Empty waste containers	Daily		
(d)	Walls	Monthly		
(e)	Dusting	Daily		
(f)	Spot clean glass	Daily		
(h)	Damp mopping	Daily		
(i)	Restroom Services	Daily		
(k)	Carpet cleaning	Quarterly		
(1)	Scrub and reseal tile floor	Bi-Yearly		
(m)	Cleaning exterior glass (window)	Quarterly		
(n)	Interior glass (windows)	Monthly		
(o)	Kitchen cleaning	Daily		
(q)	Stock Supplies	Daily		
BID PROPOSAL FOR NIGHT SERVICE FIVE (5) TIMES A WEEK:				
(MONDAY THROUGH FRIDAY)				
Night	Cleaning	FY 2012 / 20	13 FY 2	013 / 2014
	TOTAL COST FOR			PER YEAR

#### AGREEMENT FOR JANITORIAL SERVICES

This agreement is entered into between the City of Sierra Madre, a municipal corporation of the State of California, (hereinafter referred to as "City"), on the one hand, and - (hereinafter referred to as "Contractor"), on the other hand.

- 1. <u>Services to Be Rendered.</u> Contractor shall provide all of those facility maintenance services for the City-owned property located in **Sierra Madre**, as more particularly described in Attachment "A", attached hereto and incorporated herein by this reference. Such Services shall be provided in a professional and workmanlike manner to the satisfaction of City.
- 2. <u>Effective Date of Agreement</u>. This agreement shall become effective upon approval by the City Council of the City of Sierra Madre and when thereafter executed by all parties to the agreement.
  - 3. <u>Term.</u> This agreement shall be in effect for a term of two years from the effective date of this agreement. There is an option for a one year extension of this contract upon written mutual agreement between City and Contractor.
- 4. <u>Payment Terms.</u> In consideration for the services to be rendered by Contractor pursuant to this agreement, City agrees to pay Contractor the sum of \$---- per month for work performed to the City's satisfaction and as described in Attached "A.". Contractor shall invoice City monthly for the services rendered during the preceding month. City shall make monthly payments to Contractor within 30 days of receiving the invoice for the satisfactory completion of services for each month of the term of this agreement.
- 5. <u>Independent Contractor</u>. Contractor agrees that in performance of the terms of this agreement, Contractor, including any of its employees, representatives, or agents, is an independent contractor. Contractor shall not be considered to be acting as an employee of City for any reason or purpose during the term of this agreement or during the performance of any services performed pursuant to this agreement.
- 6. <u>Non-Assignability.</u> Contractor shall not assign or transfer this agreement, or any interest or obligation imposed herein, without first obtaining the written consent of City.
- 7. Termination of Agreement. In the event Contractor materially breaches any of the terms or provisions of this agreement or at the convenience of the City, the City shall have the right to immediately terminate the agreement by giving five days' written notice to Contractor. The written notice shall specify the effective date of termination of the agreement. In the event of such termination, City shall only be liable for the cost of services or work performed on or prior to the effective date of termination and, in no event, for any work or services provided after the effective date of termination of the agreement. In the event City terminates this agreement upon written notice, as provided for herein, City does not waive the right to pursue any and all other remedies available by law to City be virtue of Contractor's breach of this agreement.

8. <u>Notices.</u> Any notices that are required to be given, or which either City or Contractor may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, return receipt requested, addressed as follows:

City of Sierra Madre

Contractor

City Hall

ATTN: Director of Public Works 232 W. Sierra Madre Blvd.

Sierra Madre, CA 91024

- 9. <u>Insurance Requirements</u>. 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 the Contractor, its agents, representatives, or employees, as follows:
  - a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
    - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
    - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
    - 3. 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: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- d. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
  - 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- f. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to 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, including endorsements eaffecting the coverage required by these specifications at any time. The failure to abide with the insurance provisions herein shall be deemed a material breach of this agreement.
- 10. <u>Indemnification</u>. Contractor shall indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
- 12. <u>Governing Law</u>. Any dispute concerning or arising out of this agreement, or any provision thereof, shall be governed by California law.

between the parties hereto. Any amendment to to by the parties. If any term or condition hereof is remainder of the terms and provisions shall remain	s held to be invalid, void or unenforceable, the
•	CITY OF SIERRA MADRE
Date:	By:
	CONTRACTOR
Date:	By:
Approved as to Form	
rr	
Teresa L. Highsmith, Interim City Attorney	-

13. Entire Agreement and Severability. The above constitutes the entire agreement