



**CITY OF GARDENA  
REQUEST FOR PROPOSALS**

**FOR**

**GARDENA COMMUNITY AQUATIC & SENIOR CENTER  
SWIMMING POOL MAINTENANCE SERVICES**

**SEPTEMBER 2025**

## NOTICE INVITING PROPOSALS

### City of Gardena, California

Notice is hereby given that the City of Gardena is soliciting proposals/bids (Deliver, Mail, or Email) at the office of the Public Works Department – 1717 W. 162<sup>nd</sup> Street, Gardena, California, 90247 or [hlee@cityofgardena.org](mailto:hlee@cityofgardena.org) (Attn: Hong Lee), until **2 PM on Thursday, October 2, 2025**, for:

#### **CONTRACT: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER SWIMMING POOL MAINTENANCE SERVICES**

You may access the specifications and invitation through the following platforms:

<https://cityofgardena.org/rfps/> or <https://www.e-arc.com/location/costa-mesa/>

#### **PRE-SUBMITTAL MEETING AND SITE VISIT:**

The City intends to hold a **MANDATORY** pre-submittal meeting and site visit to provide an opportunity for Contractors to ask questions and see the equipment and systems under consideration of the Request for Proposals. However, if you attended the previous pre-submittal meeting from the July 2025 Notice of Inviting Proposal on August 11, 2025, you are **NOT** required to attend an additional mandatory job walk.

*Due to the active construction, proper PPE is required including hard hat, safety vest and work boot.*

Date: **Thursday, September 18, 2025**

Time: **12 PM**

Location: **Gardena Aquatic and Senior Center, 1654 W 160<sup>th</sup> Street, Gardena, CA 90247**

All questions shall be submitted via email to Hong Lee, Contract Administrator, at [hlee@cityofgardena.org](mailto:hlee@cityofgardena.org), no later than **Monday, September 22, 2025**.

Any bid received after the hour stated above for any reason whatsoever, will be considered non-responsive and disqualified. The City reserves the right to withdraw or cancel this Notice Inviting Proposal/Bids at any time without prior notification, and the City makes no representations that any contract will be awarded to any Contractor responding to the notice.

The City reserves the right to reject any or all bids and to waive any information or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made based on the Best Value (taking into consideration qualifications, experience, and costs).

## ABSTRACT

The City of Gardena is in the South Bay Area of Los Angeles County. It is a modestly sized City with an area of 6.2 square miles and a population of 60,000 residents. The Public Works Department has a need to service and maintain the newly constructed swimming pool for the Aquatic and Senior Center that is scheduled to open in 2025. **The City of Gardena is seeking assistance by augmenting its current work force with a three (3) year maintenance for the Gardena Community Aquatic and Senior Center's Swimming Pool and may be extended for two (2) additional years for good performance.**

## SCOPE OF WORK

The City of Gardena is seeking proposals/bids from qualified Los Angeles County Department of Environmental Health (LACDEH) licensed pool maintenance Contractors to provide routine maintenance for the new commercial swimming pool. The pool facility is tentatively scheduled to be open from 8 AM to 8 PM year-round.

The GREENBOOK 2021 General Provisions shall be implemented in case of any conflict, and this RFP shall take precedence over.

Contractors are required to follow all the California Code of Regulations related to this contract including but not limited to Cal. Code Regs. Title 2265535- Public Pool Site Maintenance.

The contractor shall furnish all materials, labor, and equipment required for full-Service Pool and Heater Maintenance. Contractor shall provide comprehensive pool program and experience with pool maintenance programs related. Include the range of tasks and services provided by your company. Refer to scoring criteria.

The brand-new constructed swimming pool is approximately 7,020 square feet and includes a 25-yard, up to 10 feet deep, 8-lane lap section, a 3/4-meter diving stand, anchor and board and connected learner/fitness pool with ADA ramp. The swimming pool maintenance would occur multiple times on a routine basis throughout the entire year. Services will include preventive maintenance and equipment maintenance. On-call responses are required on an as needed basis.

**Gardena Community Aquatic and Senior Center – 1654 W 160<sup>th</sup> Street, Gardena, CA 90247**

## Contractor's Responsibility

- Physical On-Site Visit
  - Contractor shall provide and schedule pool technicians for physical routine site visits.
- Pool Technicians
  - Contractor will have at least three (3) Pool Technicians that have their LACDEH swimming pool technician license with a minimum of three (3) year experience servicing pools of the same size. Copy of the license will be

provided to the City with the Request for Proposals/Bids and during duration of the contract upon expiration.

- In addition to submitting the name, biography and LACDEH license for all technicians with the proposal, if there are any updates to technicians, submit the updated name, biography, experience and LACDEH license to the City for review before technician begins servicing the pool.
- Employee will be dressed professionally with company marked uniforms.
- Hours of Service
  - Service will be performed three (3) times per week from June to August and two (2) times per week from September to May. Service per week may increase or decrease depending on demand and use of the pool. Service visits will be from 6 AM to 8 AM before the pool opens for the public, Monday through Friday.
  - During the first 90 days after the newly constructed Gardena Community Aquatic and Senior Center is accepted by the City, the Contractor will provide daily maintenance on the entire pool mechanical system and vacuum the pool. The Ultramax robotic vacuum that is manufactured by Aquabot is intended to be dropped in the pool and removed when completed approximately one (1) hour later. After operating the pool, if it is determined daily vacuuming is no longer necessary, the frequency will be reduced.
- Scheduled Pool Maintenance Visit (varies from two (2) to three (3) times per week)
  - Start up and calibrate pool controller.
  - Achieve water balance (alkalinity/calcium hardness/pH).
  - Achieve water clarity (metal out/water clarifier).
  - Brush pool surfaces.
  - Ensure pool reached chlorine and pH balances for opening inspection.
  - Fill pools to appropriate levels.
  - Vacuum pool to desired cleanliness.
  - Wash, clean, apply protectant to exterior of slides' plastic/fiberglass fixtures.
  - Adjust variable drive pumps needed.
- Water Management
  - Maintain proper water chemistry:
    - Test pH, Chlorine, Calcium, Alkalinity and Stabilizer levels.
    - Load chemical feeders and add calcium, bi-carb and other chemicals to pool as needed.
    - Program, calibrate and clean chemical automation systems as needed.
  - Clean pump strainer baskets each trip or as needed.
  - Backwash filter systems as needed.
  - Clean pool skimmer baskets each trip or as needed.
  - Consult with the City's Park Maintenance Lead regarding pool operations and/or needed repairs/improvements.
  - Provide annual operations training to City Staff as directed.
  - Maintain sufficient inventory of pool chemicals.
  - Provide telephone consultation, as needed, for any water clarity, water chemistry and/or mechanical issues that may arise.
- Chemical Requirements

- Contractor will provide all chemicals; chlorine must be pre-diluted off site. Diluting on site is prohibited. Awarded Contractor must supply all chemicals to maintain a proper pool water balance. Adequate supplies must be on hand, so chemical requirements are always able to be fulfilled.
- Contractor will not have space in the Equipment Room to store supplies.
- Chemicals will need to be filled with a hose from the street on La Salle Avenue.
- The time frame to deliver pool supplies will be between 7:30 AM to 5 PM. The entrance is on La Salle Avenue.
- Each pool facility must have secondary chlorine container on site that's no larger than 5 gallons to treat the pool in case of a fecal accident. Contractor must maintain more than one chemical supplier to ensure the contractor has adequate stock or access to always required chemical supplies.
- Provide complete domestic water analysis to determine quantities and types of chemicals necessary to maintain pool water within the following levels:
  - pH: 7.2 to 7.6
  - Alkalinity: 80 to 100 ppm
  - Calcium hardness: 200 to 400 ppm
  - Chlorine: 1.5 to 2.0 ppm
  - Total dissolved solids: 300 to 1,000 ppm
- Logbook
  - Two (2) logbooks are required to be maintained by the Contractor. The template for both logbooks must be pre-approved by the City. LACDEH must be able to access these logbooks at any time, any day of the week.
    - Logbook #1 - The physical book must include pool water test readings, cleaning of pump baskets, backwash of filters and chemical use, recommended repairs, as well as any other pertinent information. This will include the LACDEH form. This logbook must always remain at the pool location and stored in the Equipment Room.
    - Logbook #2 – This logbook will be electronic and shall be supplied by the Contractor. This logbook must be available to the City to view any time.
- Reports
  - Maintain and submit reports to the County of Los Angeles and any other agency if required.
- Eyewash Stations
  - There are two (2) eyewash stations in the chemical rooms.
- Automatic System
  - Contractor is required to have an automatic system that continuously monitors the pool and sends alerts on the status of all systems. Contractor will keep electronic logs and notify the City's Park Maintenance Lead immediately of any issues. Issues will be addressed within 90-minutes.
- Emergency Services
  - Contractor is required to provide troubleshooting and the expertise to fix existing equipment if the need arises. Provide a phone number that will be responded to at all hours, at any time of day and any day of the week. The call back should be

less than 20 minutes. A 90-minute in person response time is required under emergency circumstances.

- Emergency services will be an additional expense outside of the contract. Contractor shall provide Fee Schedule for non-exclusive emergency/call out services.
- Subcontractor
  - Contractor shall NOT sub-contract any of the basic maintenance functions.
  - Should any service require a repair or replacement outside of the scope of the standard services required in this Request for Proposals/Bids, only then will subcontracting or third-party services be acceptable. This must be pre-approved by the City.
  - The Contractor shall identify the fixed markup percent, if any, in response to this Request for Proposals/Bids and will be required to submit the subcontractor's invoices when non-standard services are provided to the City.
- Training
  - Contractor's LACDEH Swimming Pool Technicians are required to attend an operational training by the General Contractor once the Gardena Community Aquatic and Senior Center pool is completed and accepted by the City. This training will take place after the Contractor is awarded.
- Pool Controller
  - There will be no offsite access to the pool controller. The contractor will not be able to install their own monitoring system that works outside of the City's internet connection/firewall.
- Equipment List
  - The Contractor and its employees must have programming knowledge of the same systems in use at the City's swimming pools. Below is the list of equipment.
    - Circulation Pump-20 HP, 480V, 3 $\phi$ , 1,760 RPM W/850 GPM, 65', 5"x4", Paco #40957
    - Filter System- 700 SF, Perlite Media, Fiberglass Tank, 120V Controller
    - Heater-1,500,000 BTU W/120V,1 $\phi$  Pumps,360 GPM, Raypak Xtherm Indirect #1505a (TYP 2)
    - Chemical Controller and Sensor Cell – 120V, 1 $\phi$ , Chemtrol #PC3000
    - Chlorine Pump – 120 GPD, 120V, 1 $\phi$ , Stenner #170dm4
    - Chlorine Storage Tank – 500-gallon double wall W/16" non-vented manway, chem-tainer
    - Acid Pump – 85GPD, 120V, 1 $\phi$ , Stenner #85M5
    - Acid Storage Tank – 350-gallon double wall w/16" non-vented manway, chem-tainer
    - Variable Frequency Drive-480V, 20 HP w/fused disconnected, Pentair ACU drive XS
    - UV System-566 GPM capacity, 1.28 KW,240V, 1 $\phi$ , Pentair 3 CLP64A8-XN
    - Strainer-10"X10" Fiberglass w/SST Basket, Aquify # STR-1010-FRP
    - Precoat Tee-10"X5'X4' eccentric fiberglass tee w/10" check valve, Aquify #Tee-1005

- Concentric Reducer 8"x4" fiberglass, Aquify # RDC-0804-FRP
- Heater Flow Meter – 6" Digital Pipe Mont Meter & Sensor for 360 GPM, Signet #8150
- Chemical Bypass Flow Meter – 3" Digital Wall Mont Meter & Sensor for 100 GPM
- UV Flow Meter – 6" Digital pipe mont meter & sensor for 550 GPM, signet 38150& 515
- Air Compressor – HP, 120V, 1 $\phi$ , 20-gal tank, Ingersoll Rand #P1.51U-A9

### Preventative Maintenance

- Bi-Annual Scope of Work
  - Inspect and if needed, rebuild all the chemical injection pumps or replace them if needed.
  - Inspect and if needed, replace all chemical injection tubing with proper high pressure Polyethylene tubing using proper non-corrosive high-pressure fittings.
  - Inspect surge pit including water level controls and tightening modulating float systems as needed.
  - Maintenance on automated chemical control systems, the chlorine and acid systems, the pool water autofill systems and other ancillary systems; and Maintenance of pool heaters.
- Annual Scope of Work
  - Open and inspect filter media.
  - Replace all tubing not listed in the bi-annual checks on all chemical, sample stream and filter systems.
  - Replace the pool water level controls if needed.
  - Rebuild the pool water diaphragm fill valve; and
  - Rebuild any filter tank backwash valves as needed.
- Heater Maintenance Service
  - The heater maintenance work includes, but is not limited to all ongoing services, parts, materials and sales tax needed to maintain all pool heater. Heater must always be kept in good working order. Pool technicians must have sufficient training to maintain the Heater-1,500,000 BTU W/120V, 1 $\phi$  PUMPS, 360 GPM, RAYPAK XTHERM INDIRECT #1505a (TYP 2). Heater maintenance service will include but not limited to the following:
  - Complete cleaning and service every six (6) months (as listed in the O&M manual for complete heater service). Includes all the parts needed such as ignitors, gaskets, sensors
  - Check and replenish the condensate neutralizer every six (6) months.
  - Work directly with City for warrantee items or extended warranty items.
  - Check rooftop exhaust venting annually and secure as needed.

### Required Attachment

Summarize on a separate sheet the specific tasks to be performed by the technician each week per the provisions of routine maintenance, noting other maintenance performed at other intervals (i.e., six months). This will be used as an exhibit in the contract.

### Termination of Services

The City reserves the right to cancel the Agreement at any time due to nonperformance.

### SELECTION OF CONTRACTOR

In selecting the Best Value bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other satisfactory evidence to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required, but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

### **Evaluation Criteria**

Award will be based upon a review and evaluation by a committee designated by the Public Works. Each proposal will be evaluated based on the following criteria but not limited to.

- General Approach to meet the requirements of the specified City objectives described in the Request for Proposals/Bids.
- Qualifications and Experience of the project manager and other key individuals.
- Contractor's Past Performance on projects of similar size and scope.
- Work Plan. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of complying with all County health regulations.
- Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.



<b>Criteria</b>	<b>Maximum Score</b>
General Approach	10
Qualifications and Experience	25
Contractor's Past Performance	25
Work Plan	10
Cost & Price	30
<b>TOTAL SCORE</b>	<b>100</b>

### **Interviews**

If interviews are needed, a few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

### **Tentative Schedule**

<b>Date</b>	<b>Event</b>
October 14, 2025	City Council Award Contract to Best Value Bidder
October 15, 2025	Bid Acceptance Letter and Contract Document Sent to Contractor
October 22, 2025	Contractor to Execute and Return Contract Documents including Certificate of Insurance to the City within 7 calendar days
To be determined by the City	Notice to Proceed/Start Pool Maintenance Services

### **Evaluation Procedure**

An evaluation committee will be appointed to review all proposals received for this Request for Proposals/Bids. The committee is comprised of City staff and may include outside personnel. Committee members will evaluate the written proposals using evaluation criteria identified.

A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the City may interview some or all of the proposing firms if deemed necessary.

No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on selected date(s), its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of this interview process, the evaluation committee will provide a recommendation for award. The proposer being recommended will receive a notice of intent to award, pending successful negotiations and contract preparation.

Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent. All unsuccessful firms will be notified at that

time.

### **Notification of Awards**

The successful proposer will be required to execute a Contract agreement, with the City, which is subject to formal approval by the Gardena City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

### **TERM OF AGREEMENT**

The term of this Agreement shall be three years (3) commencing on the date a Notice to proceed is issued by the City's representative and may be extended for two (2) additional years for good performance.

### **PAYMENT**

The contract shall begin per the City's written notification. The Contract is for a period of three (3) years of routine maintenance services with the option for contract extension of two (2) additional years as approved by the Director or Public Works.

Invoices shall be submitted on a monthly basis by the 15<sup>th</sup> of the following month along with a copy of the log report to indicate the services that were completed. Once the City confirm the work is verified and completed, the invoice shall be processed at the following Council Meeting. The City Council meets twice a month on the second and fourth Tuesday.

Work must be completed within the working days specified in the schedule provided for the various maintenance activities, and the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibility to determine the City's closure dates.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor. Contractor shall comply with the requirements of said sections in the employment of apprentices.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

ITEMS TO BE SUBMITTED (BID PROPOSAL):

Bidder MUST complete and return the forms below in its entirety for consideration of their proposal. Incomplete proposals will not be accepted.

- A. Bid Schedule including pricing for two optional years of maintenance service.
- B. Acknowledgement of Addenda Received
- C. Bidders Declaration
- D. Non-Collusion Affidavit
- E. Declaration of Eligibility to Contract

ADDITIONAL ITEMS TO BE SUBMITTED:

Bidder must also submit the following items in its entirety for consideration of their proposal. Incomplete items below will negatively impact the rating score.

- A. Construction Project References
- B. Certificate of Non-Discrimination by Contractors
- C. Certification Regarding Debarment, suspension, Inability and Voluntary Exclusion  
Primary Covered Transactions
- D. Name, biography, experience and LACDEH license of all staff.
- E. Summarize on a separate sheet the specific tasks to be performed by the technician each week per the provisions of routine maintenance, noting other maintenance performed at other intervals (i.e., six months).
- F. Provide Fee Schedule for non-exclusive emergency/call out services.

CONTRACT DOCUMENT (CD): (to be submitted AFTER award of contract)

- A. Agreement
- B. Worker's Compensation Insurance Certificate

C. Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

D. Insurance

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# **INSTRUCTIONS TO BIDDERS**

## **FORM OF PROPOSAL**

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed or emailed as directed in the Notice Inviting Bids.

## **PROPOSAL / BID DOCUMENTS**

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Primary Covered Transitions

## **DELIVERY OF PROPOSAL**

The Proposal shall be delivered by the time stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder.

## **WITHDRAWAL OF PROPOSAL**

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be notified via email or delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

## **MODIFICATIONS AND ALTERNATIVE PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered

unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

## **DISCREPANCIES IN PROPOSALS**

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

## **DISQUALIFICATION OF BIDDERS**

A person, firm, or corporation shall NOT be allowed to make or file, or be interested in more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

## **CONTRACT DOCUMENTS**

Contract Documents are to be submitted within seven (7) calendar days AFTER award of the contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.



**BID PROPOSAL (BP)**

**GARDENA COMMUNITY AQUATIC AND SENIOR CENTER  
SWIMMING POOL MAINTENANCE SERVICES**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

License No.: \_\_\_\_\_

Email: \_\_\_\_\_

**To Be Submitted**

**WITH**

**Bid Package**

**TO BE SUBMITTED WITH PROPOSAL**

## BID PROPOSAL

### BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

#### **GARDENA COMMUNITY AQUATIC AND SENIOR CENTER SWIMMING POOL MAINTENANCE SERVICES**

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. **All routine work shall be performed two (2) times per week from June to August and three (3) times per week from September to May.** City's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.

#### **Year One**

<b>Item 1</b>	<b>Item Description</b>	<b>Frequency</b>	<b>Weeks</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Pool Maintenance Service from June to August	3	12	\$	\$
2	Pool Maintenance service from September to May	2	40	\$	\$
3	Daily cleaning of pool for first 90 days as needed	7	12	\$	\$
				<b>Year One (1) Grand Total</b>	\$

### Year Two

Item 1	Item Description	Frequency	Weeks	Unit Price	Total Price
1	Pool Maintenance service from June to August	3	12	\$	\$
2	Pool Maintenance service from September to May	2	40	\$	\$
				<b>Year Two (2) Grand Total</b>	\$

TO BE SUBMITTED WITH PROPOSAL

### Year Three

Item 1	Item Description	Frequency	Weeks	Unit Price	Total Price
1	Pool Maintenance Service from June to August	3	12	\$	\$
2	Pool Maintenance Service from September to May	2	40	\$	\$
				<b>Year Three (3) Grand Total</b>	\$

### Year Four (Optional)

Item 1	Item Description	Frequency	Weeks	Unit Price	Total Price
1	Pool Maintenance Service from June to August	3	12	\$	\$
2	Pool Maintenance Service from September to May	2	40	\$	\$
				<b>Year Four (4) Grand Total</b>	\$

TO BE SUBMITTED WITH PROPOSAL

### Year Five (Optional)

Item 1	Item Description	Frequency	Weeks	Unit Price	Total Price
1	Pool Maintenance Service from June to August	3	12	\$	\$
2	Pool Maintenance Service from September to May	2	40	\$	\$
				<b>Year Five (5) Grand Total</b>	\$

### 3-Year Grand Total

Year 1	
Year 2	
Year 3	
<b>3 (THREE) YEAR GRAND TOTAL</b>	

### 2-Year Optional Grand Total

Year 4	
Year 5	
<b>2 (TWO) YEAR OPTIONAL GRAND TOTAL</b>	

**The Contract term is for a period of three (3) years, 36 months with two (2) year optional extension.** An inflation factor of up to 5% based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) may be applied to the annual contract renewal if pre-approved by the Director of Public Works.

**The Proposer shall provide Fee Schedule for non-exclusive emergency/call out services.**

All work required and shown on the construction plans and this specification, for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

**The City will award the contract based on the Best Value (taking into consideration qualifications, experience, and costs).**

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Name of Bidder

---

Signature of Bidder

---

Date

## BID PROPOSAL

### **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addenda will be issued through the Arc Solution California ([www.crplanwell.com](http://www.crplanwell.com)) and City Website (<https://cityofgardena.org/rfps/>). It is the Bidder's sole responsibility to visit these planforms to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## **BIDDER'S DECLARATION**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has carefully checked all words and figures inserted in this Proposal and further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids are submitted.

## **BIDDER'S DECLARATION (Continued)**

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

\_\_\_\_\_  
Contractor's Business Name

\_\_\_\_\_  
Contractor (Print) Title

\_\_\_\_\_  
Business Address: Street

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor's License No. and Classification

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Business Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Residence: Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.



## BID PROPOSAL

### **NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

**TO BE SUBMITTED WITH PROPOSAL**

BP-9

## BID PROPOSAL

### **DECLARATION OF ELIGIBILITY TO CONTRACT**

**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_\_  
California \_\_\_\_\_.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

**TO BE SUBMITTED WITH PROPOSAL**

## BID PROPOSAL

### PROJECT REFERENCE

In order to fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: \_\_\_\_\_

Three projects of this type recently completed:

1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature \_\_\_\_\_

## BID PROPOSAL

### **CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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## **BID PROPOSAL**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**

**(Continued)**

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**TO BE SUBMITTED WITH PROPOSAL**

**CONTRACT DOCUMENTS (CD)**

**GARDENA COMMUNITY AQUATIC AND SENIOR CENTER  
SWIMMING POOL MAINTENANCE SERVICES**

**To be Submitted  
within seven (7) calendar days**

**AFTER  
Award of Contract**

# CONTRACT DOCUMENT

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

### ARTICLE I.

#### THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents, which is described as follows:

#### **PROJECT: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER SWIMMING POOL MAINTENANCE SERVICES**

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

### ARTICLE II.

#### CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III.

#### CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.



ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY

By: \_\_\_\_\_  
MAYOR (Sign)

Date: \_\_\_\_\_  
SEAL

Attest:  
By: \_\_\_\_\_  
CITY CLERK (Sign)

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Sign / Title

Date: \_\_\_\_\_

Attest: (Contractor)  
By: \_\_\_\_\_  
Sign / Title

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
CITY ATTORNEY (Sign)

Date: \_\_\_\_\_

**CONTRACT DOCUMENT**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

**GARDENA COMMUNITY AQUATIC AND SENIOR CENTER  
SWIMMING POOL MAINTENANCE SERVICES**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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 the Contract.

DATED: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## CONTRACT DOCUMENT

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

#### **GARDENA COMMUNITY AQUATIC AND SENIOR CENTER SWIMMING POOL MAINTENANCE SERVICES**

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor \_\_\_\_\_

Name & Title \_\_\_\_\_

Signature & Date \_\_\_\_\_

## CONTRACT DOCUMENT

### GARDENA COMMUNITY AQUATIC AND SENIOR CENTER SWIMMING POOL MAINTENANCE

#### INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

1. **COMMENCEMENT OF WORK.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
2. **INSURANCE COMPANY REQUIREMENTS.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted doing business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
3. **COVERAGES, LIMITS AND POLICY REQUIREMENTS.** Contractor shall maintain the types of coverages indicated below:
4. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
5. **COMMERCIAL AUTO LIABILITY INSURANCE.** A policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
6. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

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

**7. POLICY REQUIREMENTS.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

**8. COURSE OF CONSTRUCTION INSURANCE.** Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

**9. ADDITIONAL REQUIREMENTS.** The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

**10. DEDUCTIBLES.** Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

**11. VERIFICATION OF COMPLIANCE.** Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

**12. TERMINATION FOR LACK OF REQUIRED COVERAGE.** If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

**13. EQUIPMENT COVERAGE.** Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.