

ATTACHMENT A

ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH CATHYJON ENTERPRISES, INC. DBA HB STAFFING FOR ON-CALL TEMPORARY LABORER SERVICES

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 24th day of June, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CathyJon Enterprises, Inc., a California corporation doing business as ("DBA") HB Staffing ("Contractor"), whose address is 7711 Center Ave Suite 670, Huntington Beach, CA 92647, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform on-call temporary laborer services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the janitorial services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 23, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("Billing Rates") may be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the

Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use.

4.3 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.4 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal, or specifically approved in writing in advance by City.

4.5 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Megan Ignacio to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

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 or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PREVAILING WAGES

If any of the Work contemplated under the Agreement is considered "public work", pursuant to the applicable provisions of the Labor Code of the State of California, including but not limited to Section 1720 et seq., not less than the general prevailing rate

of per diem wages including legal holidays and overtime Work for each craft or type of workman shall be paid to all workmen employed on such. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof. In such event, unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

16. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

17. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

18. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor,

its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

23. CONFLICTS OF INTEREST

23.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

23.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

24. NOTICES

24.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

24.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

24.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Megan Ignacio
CathyJon Enterprises, Inc. DBA HB Staffing
2093 Philadelphia Pike #5334
Claymont, DE 19703

25. CLAIMS

25.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

25.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Contractor/Consultant to file a claim in strict

conformance with the Government Claims Act. To the extent that Contractor's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26. TERMINATION

26.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

26.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

27. LABOR

27.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

27.2 Contractor shall comply with all applicable provisions of the California Labor Code, including the Displaced Janitors Opportunity Act (Labor Code §§1060-1065).

27.3 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

27.4 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

27.5 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

28. STANDARD PROVISIONS

28.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

28.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 4/2/2025

By: Jose Montoya for
Aaron C. Harp
City Attorney
5.30.25
AF

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

**CONTRACTOR: CathyJon
Enterprises, Inc. DBA HB Staffing, a
California corporation**

Date: _____

By: _____
Jonathan Davis
General Counsel

Date: _____

By: _____
Andrew Rankin
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Objective:

Contractor shall provide on-call temporary laborer services, under the direction of the Public Works Department, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis.

Description of Project:

Contractor shall provide temporary labor services "as needed" throughout the City during the "Summer Schedule," as defined herein, and any other limited periods of time throughout the year. The Summer Schedule and these other limited time periods represent times when there is an irregular and unusually high demand for temporary assistance. Please note that each temporary laborer may not work more than 960 hours per fiscal year.

Minimum Qualifications:

- Minimum five (5) years of experience in providing temporary labor services.
- Work experience with government agencies is preferred.
- Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.
- Currently (as of the date of proposal opening) or within the past five years, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting proposer from proposing or performing public works projects for any other public agency.
- Meet the insurance requirements detailed in this RFP document, please see *Draft Agreement*.

Note that any unsatisfactory references or unsatisfactory work performance with the City may eliminate the proposer from further consideration.

Proposers who do not meet the Minimum Qualifications may be disqualified.

Description:**Service Proposal Requirements**

When the need for service arises, the Contractor shall provide a written proposal, including:

- A detailed description of the services to be provided.
- The position of each person assigned to perform the services.
- The estimated number of hours and cost (including parts and material) to complete the services.
- The time needed to complete the specific project.

No services shall commence until the project manager has provided written acceptance of the proposal. Once authorized, the Contractor shall diligently perform the repair services in

SCOPE OF SERVICES

compliance with the contract terms. Should the proposal terms vary, the agreement terms will supersede.

Locations Covered

Citywide

Invoicing

All invoices for on-call services must include:

- Brief description of the work performed
- Date the services were performed
- Number of hours spent on all work billed on an hourly basis
- Contracted labor rate
- Name(s) and title of laborer(s)

Invoices shall be submitted monthly. Labor rates shall be charged at the standard labor rate specified in the Cost File.

Holiday Working Hours

- Holidays shall be based on the list of City Approved Holidays, and are listed below:
 - New Year's Day
 - Birthday of Martin Luther King, Jr.
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day

On-Call Services to be Provided

Laborer Services

- Services performed by the temporary laborer(s) may include:
 - Custodial/janitorial duties including:
 - Cleaning up refuse, litter and debris from parks, beaches, streets, ditches, streets, alleys, walkways, parking lots, piers,
 - Moving or removing sand from beaches, streets and sidewalks

SCOPE OF SERVICES

- Shoveling sand, rock, dirt, asphalt, concrete and other debris from fire rings on the beach
- Pressure washing, loading, unloading, and emptying trash cans
- Perform routine landscape maintenance including mowing, watering, pruning, trimming, weeding, spraying, occasional planting, and janitorial work incidental to such landscape maintenance
- Operate basic power tools and small equipment to perform the duties listed above, including, but not limited to power washer, air compressors, paint sprayers, weed whips and blowers, and other similar equipment; and
- Utilize proper safety procedures and precautions related to all work performed; and
- Regularly and predictably attend work.

Physical Requirements and Environmental Working Conditions

- Work is performed in a variety of environmental conditions, with exposure to outdoor temperatures and inclement weather; equipment noise, equipment vibrations, vehicle and/or chemical fumes, chemicals such as cleaning solvents and grease, machinery and their moving parts, dust and water/moisture. Work may be performed in a confined space. Work duties require the ability to stand or walk on sand and/or hard surfaces for frequent and prolonged periods of time. Additional physical demands require frequent bending, stooping, reaching, and safe lifting, carrying and/or moving of moderately heavy objects, up to 50 pounds in weight.

Transportation option

- The City may choose to require temporary laborers to provide for transportation to various job sites. This is not standard and shall be priced separately based on the table in the cost file for the RFP.

LABORER REQUIREMENTS

- Temporary laborers must be able to:
 - Communicate effectively in English (both orally and in writing);
 - Follow directions from a supervisor or crew leader
 - Lift up to fifty (50) pounds
 - Appear to work on time
 - Follow all standard City guidelines and policies
 - Pass fingerprinting and background screening by the City
 - Always maintain good public relations with the public

SCOPE OF SERVICES

- Work outdoors in the sun and in public areas and work/walk on sand, grassy parks, public rights-of-way, streets, and walkways; and
- Wear City-issued shirts while performing the services described herein.

SUMMER SCHEDULE

- Temporary laborers will be required to perform unskilled and semi-skilled work during the "Summer Schedule" and limited time periods set forth herein.
- Summer Schedule will begin no earlier than May 1st and will end no later than September 30th, with start and end dates varying. Typically, this Summer Schedule will begin one week prior to Memorial Day weekend and end one week after Labor Day weekend, including all holidays.
- Monday and Friday, 5:00 a.m. – 1:30 p.m. (Laborers will have Tuesday, Wednesday, or Thursday off.)
- Saturday – Sunday and Holidays, 5:00 a.m. – 9:00 a.m. (Mandatory working days for all temporary laborers.)
- Holidays shall be the public holidays established by the federal government for federal employees and shall include:
 - Memorial Day
 - Independence Day
 - Labor Day

AS-NEEDED SCHEDULE

- City may request additional laborer(s) on an as-needed basis outside of the specific Summer Schedule if the Project Administrator determines that there is an irregular and unusually high demand for temporary assistance needed
- For these time periods outside the Summer Schedule, City shall provide Contractor with an estimated schedule and scope of work, which may include working hours as early as 5a.m. and as late at 8 p.m. and up to an estimated forty (40) hours per week; and
- Contractor shall provide the requested number of laborer(s) for the period(s) requested by the Project Administrator.

Service calls will be initiated by City staff, with no guarantee or implication of any specific quantity of work during the contract term.



City of Newport Beach

RFP 25-30

On-Call Temporary Laborer Services

Response File

PREPARED BY CATHYJON ENTERPRISES, INC. DBA HB STAFFING

Due Date: April 8, 2025, by 2:00 pm PST

SUBMITTED BY:


Megan Ignacio, General Manager

7711 Center Ave, Suite 670, Huntington Beach, CA 92647


Email: mignacio@hbstaffing.com • Direct Number: (657) 660-4116

Fax: (650) 241-1385 • Office Number: (714) 960-2800

EXCEPTIONAL SERVICE, EXCEPTIONAL PEOPLE.

 **(714) 960-2800**

 **www.hbstaffing.com**

 **7711 Center Ave, Suite 670
Huntington Beach, CA 92647**

BIDDER/PROPOSER INFORMATION FORM

BIDDER/PROPOSER CONTACT INFORMATION

Bidder/Proposer Firm Name: **CathyJon Enterprises, Inc. DBA HB Staffing**

Address for Notices: **7711 Center Ave, Suite 670**

City: **Huntington Beach** State: **CA** ZIP Code: **92647**

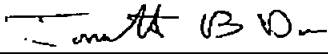
Main Contact Name and Title: **Megan Ignacio, General Manager**

Email: **mignacio@hbstaffing.com**

Telephone: **(657) 660-4116** Fax: **(650) 241-1385**

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Professions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory(ies) for the aforementioned Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Newport Beach.

(1) Signature: 

Date: 4/8/2025

(1) Print Name: Jonathan Davis

Title: Vice President & General Counsel

(2) Signature: 

Date: 4/8/2025

(2) Print Name: Megan Ignacio

Title: General Manager

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐ Bidder/Proposer's Bylaws/Operating Agreement Section: _____ ☐ Copy Attached

☐ Board Resolution ☐ Copy Attached

☒ Corporate or Business Professions Code **

** If Bidder/Proposer is a corporation, two (2) authorized signatures will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

IMPORTANT NOTE: If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Bidder/Proposer to contact the RFP Administrator regarding the change and to complete and submit a new Bidder/Proposer Information Form. Incorrect information on file may delay the processing of any of the documents submitted.



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Minimum Qualifications

Minimum five (5) years of experience in providing temporary labor services.

HB Staffing has provided temporary labor services for twenty-five (25) years.

Work experience with government agencies is preferred.

We have over 50 active public agency contracts; our first contract was with the County of Orange in 2011.

Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.

We do not have any pending disciplinary proceedings or investigations by the Contractors State License Board.

Currently (as of the date of proposal opening) or within the past five years, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting proposer from proposing or performing public works projects for any other public agency.

HB Staffing does not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting proposer from proposing or performing public works projects for any other public agency.

Meet the insurance requirements detailed in this RFP document, please see Draft Agreement.

Our insurance meets the minimum requirements.



Qualifications and Experience of the Firm

A statement shall summarize key elements of the proposal and highlight your firm's qualifications as they relate to this project and these services requested. Identify key personnel that would be assigned to this Project including the City's primary point(s) of contact for service requests. The Statement of Qualifications should demonstrate to the City that you possess the experience and qualifications to provide the services requested.

HB Staffing has been providing temporary staffing for 25 years; over the past 14 years, our excellent reputation in servicing public agency clients has enabled us to win dozens of new contracts throughout the United States. Our public agency contracts now account for over 70% of our business. The needs of each agency are unique, and we have the flexibility and depth of knowledge to respond accordingly. We bring in the experienced staff necessary to ensure that each client relationship receives maximum support. We take great pride in our high re-award rate; we were honored to be awarded a contract with the City of Newport Beach in 2017 and re-awarded in 2020.

Our proposal shall summarize the following key elements:

1. **Depth of Public Agency Staffing Experience** — We highlight the dozens of public agencies we serve, with a strong emphasis in Southern California. The references we have provided can attest to our success in filling roles similar to those needed by the City. Our experience underscores our ability to appropriately address each requirement within the Scope of Work.
2. **Staffing Process** — We provide an in-depth description of our recruiting, screening, interviewing, and background checking procedures that assist us in presenting candidates to the City who can hit the ground running on Day 1. Our processes, as well as our demonstrated success in filling mission-critical roles for our public agency clients, underscore our commitment to placing qualified candidates in the time frame required by individual clients.
3. **Quality Assurance Approach** — We describe how we shall address varying situations proactively to ensure seamless service to the City and the key ways we maintain communication with City stakeholders.
4. **Team Qualifications** — We discuss the outstanding qualifications of our team and the specific ways key personnel will assist the City.
5. **Operational/Compliance Capabilities** — We describe the back office technology we have in place to provide necessary invoicing and reporting to the City. We ensure compliance with City requirements and procedures.



Qualifications

HB Staffing is a public agency specialist. We currently have contracts with nearly 50 public agencies, including fourteen (14) cities. HB Staffing is **headquartered in Huntington Beach** and has multiple public agency and commercial clients in and around Orange County. We have built a large, local pool of 20,000+ qualified employees available to fill roles for the City on short notice.

Our public agency experience includes, but is not limited to:

- Working with centralized and decentralized agencies;
- Assisting clients in ensuring that temporary employee assignment limits are followed;
- Adhering to hiring rules related to former employees and/or public pension participants;
- Working with dozens of departments within a single agency;
- Staffing a wide range of job classifications; and
- Engaging in high-volume recruitment to successfully meet agency needs.

We have experience serving a wide range of job classifications, which include administration/office, accounting, professional (i.e., legal, insurance, HR), IT help desk, maintenance techs, general laborers, warehouse employees, special projects & events (including high-volume elections staffing), reception/data entry, and customer service & retail.

In 2024, these were primarily the job categories we placed:

- **Office/Clerical/Administrative** — 1000+
- **Professional Services (largely Accounting and HR)** — 120+
- **Office Technology** — 35+
- **Creative Design** — 3
- **Maintenance/General Labor** — 200
- **Election / Event Staff** — 500
- **Animal Care Technicians** — 20+
- **Drivers** — 40

Experience

Some of the public agencies we serve include:

- A. Cities:** Newport Beach (contract expired in 2023), Los Angeles, Huntington Beach, Anaheim, Santa Ana, Fullerton, Culver City, Carlsbad, Riverside, West Hollywood, Encinitas, Tucson (AZ), Glendale (AZ), Las Cruces (NM), and Chicago Board of Election Commissioners (IL).
- B. Counties:** Frederick (MD), San Diego, Los Angeles, Orange, Placer, Riverside, Monterey, San Bernardino, and Yolo.
- C. Districts:** Midway City Sanitary District, Orange County Sanitation District, Metropolitan Water District, North County Transit District, and South Coast Air Quality Management District.
- D. Authorities:** Marin Housing Authority, Albuquerque Housing Authority (NM), San Diego County Water Authority, Housing Authority of the County of San Bernardino, San Bernardino County Transportation Authority, and Southern California Regional Rail Authority (aka Metrolink).
- E. Colleges and Universities:** Arizona State University, Arkansas State University-Jonesboro, and Lone Star College (TX).



Orange County Public Agency Contracts

- **County of Orange** (since 2011) — Supplier of processing technicians and specialists, lab assistants, laborers, office assistants and specialists, secretaries, staff analysts, stock clerks, utility drivers, and warehouse workers.
- **City of Newport Beach** (since 2017; contract expired) — Supplier of temporary maintenance, utility workers, and labor personnel.
- **City of Huntington Beach** (since 2010; off contract) — Supplier of temporary clerical and administrative personnel, as well as payroll only services
- **City of Anaheim** (since 2016) — Supplier of temporary clerical/admin, accounting, legal, library, housing, maintenance, customer service, procurement, and workers compensation personnel, among others
- **City of Santa Ana** (since 2018) — Supplier of clerical & admin personnel
- **Orange County Sanitation District** (since 2018) — Supplier of IT, administrative, and graphic design personnel.
- **Orange County Employees Retirement System** (since 2014)

Case Study: City of Newport Beach	
Length of Service	May 2017 - May 2020; re-awarded May 2020 - May 2023
Scope of Services	Staffing supplier of temporary maintenance, utility workers, and labor personnel.
Client Needs	The City was having difficulty locating personnel to participate in Beach Cleanup efforts, and turned to HB Staffing to fill labor, machine maintenance, & utility staff.
HB Staffing Solutions	Although these are often difficult roles to recruit for, HB Staffing met the City's needs through an aggressive recruitment campaign, which targeted sites such as LinkedIn, Indeed, and ZipRecruiter. By offering more competitive rates than the City was able to, we were able to supply quality candidates dedicated to their work. We continuously offered staff on a rolling basis to avoid service gaps.

Case Study: Housing Authority of the County of San Bernardino	
Length of Service	July 2018 through June 2023; Re-Awarded July 1, 2023 to June 30, 2025 with three (3) one-year options
Scope of Services	Supplier of temporary maintenance technicians and general laborers. We are accustomed to serving the needs of a housing authority with positions similar to the Authority's, and we are comfortable placing candidates in multiple locations for a single agency.
Client Needs	In 2018, HB Staffing secured two significant contracts with HACSB, covering maintenance and administrative services. HACSB had long grappled with challenges in candidate placement, primarily stemming from low pay rates and the vast geographical expanse of San Bernardino. The region's expansiveness posed hurdles in deploying maintenance workers to distant and hard-to-access areas. Recognizing this issue, HB Staffing stepped in to provide a solution.
HB Staffing Solutions	<p>We established a robust pool of skilled employees and underscored the importance of offering competitive compensation to maintenance workers tasked with traveling to remote and challenging locations. Since 2019, our collaboration with HACSB has resulted in the placement of 30 administrative professionals and 17 maintenance personnel, significantly alleviating staffing pressures for the organization.</p> <p>Our partnership with HACSB also facilitated a piggyback contract with the KEYS Nonprofit Program, operated by the Housing Authority of the County of San Bernardino. Since 2019,</p>



	<p>we've successfully filled a total of 57 positions through the KEYS program, further solidifying our commitment to serving the community.</p> <p>In 2023, HB Staffing was honored to be re-awarded the maintenance contract with HACSB, reaffirming our status as a trusted partner. Our ongoing collaboration underscores the satisfaction and confidence HACSB places in our services, reflecting their continued reliance on HB Staffing for their staffing needs.</p>
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Case Study: City of Anaheim, CA	
Length of Service	Dec. 2016 – Dec. 2019; Re-awarded January 2020 – December 2023; Re-awarded January 2024 – December 2025 with a 3-year option
Scope of Services	Supplier of temporary clerical/admin, accounting, legal, library, housing, maintenance, customer service, procurement, and workers compensation personnel, among others
Client Needs	The City needed a staffing vendor that could place a wide range of positions and had the capacity to work with multiple departments. Vendors needed to have the capacity to adhere to the City's rules around CalPERS annuitants and ensure that employees did not work for the City for longer than six months in a fiscal year.
HB Staffing Solutions	<p>We were awarded a contract with the City of Anaheim in 2016 to provide a multitude of classifications of personnel. Anaheim is a decentralized City; therefore, we work directly with individual City departments.</p> <p>Over the course of this contract, we have served 14 departments within the City. Per the City's requirement, we staff roles within eight (8) hours of notification. We must also ensure that we abide by all CalPERS rules regarding CalPERS retired annuitants and have incorporated these requirements into our client information system so that each prospective employee is questioned regarding their CalPERS status. We also track employees to ensure they do not work more than six months with the City in a fiscal year.</p> <p>Each City department has different rules that we must adhere to: for example, Police Department personnel need to have additional background investigations, including polygraph/fingerprinting. Due to our excellence in providing services, we were re-awarded this contract in 2020 and again in 2024, and continue to provide service today!</p>

Key Personnel

Our project team is comprised of professionals well-versed in serving public agencies. Megan Ignacio heads up the HB Staffing team and is responsible for overall contract compliance. Cristia Kish is our Government Account Manager and shall serve as the City's dedicated contact regarding everything from job order requests, employee placement questions, and operations. Cristia works behind the scenes with our recruitment and operations teams to provide seamless service to our clients. Our team members work in lockstep with one another, covering key duties when a teammate is unavailable for any reason.

Megan Ignacio, General Manager | (657) 660-4116 | mignacio@hbstaffing.com

Role with the City: Megan brings extensive public agency knowledge to her role as General Manager. Her prior experience in the operations and recruitment departments at HB Staffing has given her the global knowledge necessary for ensuring overall contract compliance. Megan shall be present at the kickoff meeting and is always available to clients to discuss any issues they may have.

Years with HB Staffing: 7 years and 10 months

Qualifications: In addition to experience serving HB Staffing as General Manager, Megan spent one (1) year at HB Staffing as HR Operations Coordinator in our Operations and Management department and



two (2) years as our Public Agency Account Manager, overseeing all our government accounts. Her perspective on projects is two-fold, stemming from her comprehensive understanding of the operations side and her adeptness in meeting the recruitment needs on the client side. Megan oversees the whole company and is tasked with overseeing daily business activities, improving overall business functions, training heads of departments, managing budgets, developing strategic plans, creating policies, and communicating business goals.

Experience: Previously, Megan oversaw all the recruiters at HB Staffing and now oversees the whole company, so she has experience with **all** our past and current projects. Megan is the project manager on both city and county contracts, including the County of Los Angeles, Orange, and San Diego; city contracts, including Tucson (AZ), West Hollywood, Newport Beach, and Moreno Valley; as well as district and authority contracts.

Education & Credentials: With a Bachelor of Science in Human Resources from California State University, Long Beach, Megan also earned her Certified Staffing Professional (CSP) certification from the American Staffing Association.

Cristia Kish, Government Account Manager | 925-239-2522 | ckish@hbstaffing.com

Role with the City: As the Account Manager for all of HB Staffing's public agency clients, Cristia shall serve as the **primary point of contact** for the City. She shall accept and acknowledge job orders, coordinate with our Director of Recruiting to fill positions, and ensure our Operations team fulfills reporting and invoicing requirements. Cristia would address any questions or concerns the City has and will coordinate regular quality assurance meetings with the City.

Years with HB Staffing: 3 years

Qualifications: Prior to joining the HB Staffing team as Government Account Manager, Cristia worked for four (4) years as an Account Manager and Recruiter for Experis and has another four (4) years as Resource Manager and Resource Development Manager. Cristia's job as Government Account Manager is to serve as the liaison between HB Staffing and our clients. Her core priority is addressing customers' needs and concerns as quickly and effectively as possible. Cristia works in lockstep with Megan and Paige to ensure that the contract is being followed and that our client's goals are met.

Experience: Cristia is the account manager for **all** of HB Staffing's Public Agency clients. She has extensive experience managing county contracts, including San Diego, Los Angeles, Orange, and Frederick (MD), and city contracts, including Glendale (AZ), Tucson (AZ), West Hollywood, Anaheim, and West Hollywood.

Education & Credentials: Cristia has a Bachelor of Science in Business, focusing on HR Administration.

Paige McAllister, Director of Recruiting | (909) 490-4796 | pmcallister@hbstaffing.com

Role with the City: Paige shall work with the recruiting team to source and vet qualified candidates for the City in a timely manner. She will ensure that key information is relayed to HB Staffing employees about their job duties, the City's policies and procedures, and their work schedules.

Years with HB Staffing: 5 years and 5 months

Qualifications: Before her current role, Paige began as a Recruiting Assistant and rose through the ranks to Recruiter/Account Manager to Recruiting Manager/Account Manager, and finally to Director of Recruiting. Paige oversees all the recruiters at HB Staffing. She will be the primary contact for job orders by phone, email, or fax, handling the details involved in understanding each order, along with distribution.

Experience: Paige is the project manager on contracts, including City of Newport Beach, City of Santa Ana, Housing Authority of San Bernardino County, San Bernardino County Transit Authority, County of Riverside, and County of San Diego.

Education & Credentials: Paige is currently completing her Associate degree in Business Administration from San Bernardino Valley College.



Heather Robertson, Talent Engagement Manager | (909) 284-5183 | hrobertson@hbstaffing.com

Role with the City: Heather shall offer our temporary employees services from pre-hire to post-hire, ensuring a great employee/client experience while identifying redeployment and employee selection opportunities.

Years with HB Staffing: 4 years, 5 months

Qualifications: Heather brings over 15 years of customer service and management experience to her job as Talent Engagement Manager. She is responsible for developing talent by assisting them with acquiring skills when necessary and coaching them in their career paths. Prior to her current role, she worked as an account manager and recruiter at HB Staffing. Before that, she worked for years as a Manager of a pharmacy and at a retail store.

Experience: Heather has extensive experience working with HB Staffing clients in recruiting qualified candidates, as well as managing the overall relationship. She builds excellent rapport with employees to ensure career growth for them, as well as a positive experience for our clients. Heather has experience with public agency clients, including Placer County, the State of Maryland, the City of West Hollywood, the Port of Long Beach, and more.



Performance of Requested Services

Confirm that you can perform all services requested in the Scope of Services. If there are any items that cannot be performed, please indicate as such in your response. The response in this section should demonstrate relevant subject matter expertise and convey confidence that you can successfully perform all requested services. If applicable, insert a schedule/implementation timeline.

HB Staffing can perform all services requested in the Scope of Services. Below we have highlighted our processes in ensuring the successful completion of the deliverables.

Work Plan

As an Equal Opportunity Employer, HB Staffing strives to attract a diverse talent pool by casting a wide net in our recruiting efforts in order to draw interest from candidates of all backgrounds. Our goal is to facilitate the smooth transition of appropriately screened and credentialed temporary employees into your workplaces. Our project plan is conducted via the following processes:

Recruitment

1. **Recruitment Kick-Off Meeting** — Immediately upon contract award, we will recommend a post-award **'kick-off' meeting** to facilitate a mutual understanding of goals, protocols, timelines, and lines of communication. Once a mutual understanding is established, we create a recruitment plan, which includes **anticipating** the City's needs and executing a recruitment strategy crafted to identify and onboard highly qualified candidates relevant to the City's requirements.
2. **Recruitment Campaign** — Our Project Manager will implement the **recruitment plan** based on information from the kick-off meeting, the City's job category descriptions, and the scope of work. We will, on a daily basis, recruit and attract relevant qualified personnel who can meet City-centered job-related work experience, skills, stability, location, and education prerequisites. We stay connected to the job force in and around the City, utilizing local job developers to assist in recruiting potential candidates throughout the life of the contract.
3. **Sourcing Candidates** — HB Staffing recruiters will conduct an **initial search within our database of over 20,000 vetted candidates and employees**. Our search efforts are enhanced by utilizing key talent portals such as Indeed, ZipRecruiter, and Craigslist, in addition to posting job offerings on our website and social media sites (Facebook and LinkedIn). We will expand search efforts using cutting-edge technological tools to quickly and accurately source talent through key talent portals. We coordinate multiple internal assets to achieve the best results for our clients:
 - a. **National Marketing Team** — Our parent company, Array, complements HB Staffing's customized staffing approach by utilizing sophisticated tools with an extensive national reach. The Marketing Team curates ad language specific to the needs of our clients and casts a wide net with the ads it posts.
 - b. **GoToro Recruitment Technology** — GoToro, Array's fully owned entity that provides candidate marketing strategy and execution to our clients, empowers our recruiters with its cutting-edge platform, *Leading Edge Optimization (L.E.O.)*. Through advanced digital recruitment technology, *L.E.O.* enables us to identify candidates faster and with greater precision. By leveraging multi-channel digital sourcing across job boards, search engines, social media, and the web, we gain access to a comprehensive labor pool, reaching both active and passive job seekers. This



targeted approach reduces time-to-hire by up to 20%, ensuring faster placements for our clients' critical roles. Additionally, *L.E.O.* enhances job matching accuracy by 75%, improving candidate retention and reducing turnover. Matched candidates are then seamlessly integrated into Array's proprietary applicant tracking system, *Rayzor*.

c. **Internal HB Staffing Recruitment** — HB Staffing recruiters not only vet candidates referred by the marketing teams, but they also compile them into a pool of viable candidates based on the City's job needs and requirements.

4. **Talent Sourcing Other External Resources** — We will also source community resources weekly, targeting colleges, non-profit organizations, trade groups, online communities, job boards, job fairs, and community and local charity events.

5. **Pre-Screening Interviews** — HB Staffing recruiters will schedule and conduct pre-screening interviews to determine qualifications, interest, and availability. In addition, recruiters will determine the fit and relevance to the City's needs when determining the applicant's availability.

6. **Applicant Tracking** — When a candidate is new to our system, our team will onboard them into our pool of candidates within our database.

Interviewing and Qualifying

1. **Customization of an Interview Rubric** — We take great pride in submitting excellent candidates to our clients in a timely manner. Conducting interviews that accurately capture the requirements of the job is key, as is obtaining an accurate assessment of the candidates' skills, aptitudes, mindsets, and expertise.

a. **Precision Job Descriptions** — We have created over 100 Precision Job Descriptions (PJDs) that align with the positions we most typically staff. Within our internal applicant tracking system, *Rayzor*, we access the PJD that most closely aligns with the job requirements in the job order we are seeking to fill. We then tailor the requirements to align exactly with the job order. Each PJD lists the Skills, Aptitudes, Mindsets, and Expertise that are most desirable in a prospective candidate, and we have developed standardized interview questions that align with each PJD. We call this standardized format a Quantum Gut Rubric.

b. **Quantum Gut Rubric** — Our recruitment team builds a comprehensive and thorough Quantum Gut Rubric based on the details of the job description and the preferred skills and aptitudes of the hiring manager. This rubric is both an interviewing tool and an evaluation tool. Once the interview is complete, multiple HB Staffing employees rate the candidate based on their responses using the rubric. Our employees are then able to fairly judge the best candidates and their right fit with the City.

2. **Interviewing** — The finest available candidates undergo a rigorous vetting process designed to assess each work history and performance on the job. Our Recruitment Team uses **the Gut Rubric** to ask the same questions of each candidate to **minimize bias** in our interview process. Applicants participate in a thorough behavioral interview whereby they are asked to describe past behavior and accomplishments in order to determine whether they are suitable for a position with the City. In interviewing potential candidates, we understand that we need to find people who have both the hard and soft skills to perform the job successfully. **We match hard skills with those technology/software skills that contribute to successful placements.** Skill assessments and



references, along with credential verifications, are what we seek. We would expect to see the following qualities in a candidate to evidence good communication skills and the ability to work in a team environment:

- a. Demonstrates listening skills
- b. Demonstrates an ability to work with others of all types and persuasions
- c. A person with a "one for all, and all for one" approach
- d. A person who takes ownership of their responsibilities adopts the timelines relevant to the outcomes desired
- e. A person who is empathetic
- f. A person who is conscientious and takes an ethical approach to working with others and assigned projects
- g. A person who is able and willing to ask questions and implement recommendations readily
- h. Can solve problems effectively
- i. Have good people and customer service/support skills

3. **Skills Assessments** — We assess a candidate's skills using the online testing site, Talevation, when applicable. For language proficiency assessments, we utilize ALTA Language Services, which is an industry leader in language testing for government agencies, among others. ALTA has language assessments for over 100 languages.
4. **Submitting Candidates to the City** — Once our candidates have been fully screened by our recruiters, we will send resumes of the best-fit candidates to the City. We will ensure that, if the City wishes to conduct an interview, we will coordinate and prepare all the candidate(s) for the interview.

Onboarding

1. **Efficient Forms** — The HB Staffing Recruitment Team uses **Efficient Forms**, a cloud-based employee application, paperless onboarding, and compliance software solution. This is state-specific and customizable to ensure that all required onboarding and candidate requirements are completed per the City's guidelines. All employees complete State and Federal Tax forms, Company Policies, I-9, and E-Verify through this system.
2. **Background Checks** — We understand that our employees must pass the City's fingerprinting and background screening; we shall coordinate with the City to ensure this is done as seamlessly as possible. Typically, HB Staffing conducts a comprehensive background check using **Checkr**, which provides a full background check for each county our temporary employee has lived in: ensuring zero felonies, sex offense charges, and misdemeanors within seven (7) years from the date of an assignment request. We also perform reference checks via the online platform, Terefic. If the City requires, HB Staffing can conduct drug testing, DMV driving record, and educational checks, as well.
3. **Job Start Confirmation to Employee** — HB Staffing Recruitment Team will send a job start confirmation that includes the employee handbook, job expectations, and a customized orientation. Customized content is fine-tuned with the City to include:
 - a. The City's policies and procedures
 - b. Workplace Practices and Expectations: During this mandatory orientation, we ensure that the temporary employee understands the expectations of the City and HB Staffing. We do not allow tardiness, absences, or unsuitable behavior at work.
 - c. Work Essentials: employee dress code, work hours, address and layout of the work location, code of ethics, payroll and timecard procedures, and security policies



- d. One-hour mandatory sexual harassment prevention training with certificate of completion to be completed within 30 days of start date
- e. End of assignment overview (including the use and return of City's property)
- f. Issues other than those listed above

4. **Job Start Confirmation to the City** — HB Staffing Recruitment Team will send candidate confirmation and job start confirmation to the City.

Ongoing Quality Assurance

1. **First Day of Assignment** — On the first day of the assignment, a member of the Recruitment Team will follow up with the City's hiring manager and our HB Staffing temporary employee to ensure everything proceeds smoothly.
2. **Employee Quality Assurance Phone Calls** — Our Recruitment Team makes 'quality assurance' phone calls to the employees to ensure that they are satisfied and productive. During these calls, our team will verify that job progress is per the City's requirements.
3. **Quality Assurance Phone Calls** — Our Project Manager or Account Manager will make 'quality assurance' phone calls to the City (as permitted) to ensure that job progress is positive. We have a proactive approach when it comes to concerns. Whenever the City expresses a concern, we counsel our employees immediately, log this into their records, and provide ongoing support and follow-up with the City to quickly resolve the problem.
4. **Quality Assurance Meetings** — Our team will meet with the City on a semi-annual to annual basis (or as often as agreed upon) to ensure ongoing satisfaction. We will work with the City to set internal goals that meet project standards, assess management strategies, and suggest ideas to potentially improve the City project outcome.
5. **Service Disruption Prevention Processes** — In the event that any personnel placed by HB Staffing must be released for any reason, we will not charge the City for the temporary employee's first four (4) hours of employment. After consulting with the City, we will replace the employee immediately with a qualified, vetted substitute utilizing our "Two on the Bench" policy - for every qualified candidate we place, we have two vetted, equally qualified temporary employees on standby, ready to hit the ground running. We have a proactive approach when it comes to client/employee concerns, with policies and protocols in place for employee call-outs, no-shows, and behavior/performance issues. We shall reach out to HR or the Department manager to see if a substitute can temporarily fill a role.

Response Timeline

- **Within 15 – 60 minutes:** Our team will confirm and review the job order with the City's hiring manager, clarifying essential and preferred candidate skills, key job details, and timeline expectations. This information is entered into our system and shared with our recruiting team. We will then search our database for qualified candidates or initiate recruitment if needed.
- **Within 24 – 48 hours:** This is the typical timeframe to fill **general services**, depending on the needs of the City and whether or not the City wishes to review resumes and set up an interview schedule. Candidates will be identified, engaged, interviewed, qualified, vetted, and prepared to interview.
- **Within 2 – 5 days:** This is the timeframe to fill **non-standard service requests**.



Our office hours are Monday through Friday, from 7:00 am to 5:00 pm, but we also recruit during evenings and weekends. This extended availability allows us to find appropriate candidates quickly, even outside regular business hours. To ensure prompt placement of candidates, the City will have access to our team's contact information, enabling 24/7 communication and support as needed.

Operations Compliance

HB Staffing is accustomed to providing invoices according to the specifications set by our clients. To ensure accuracy in invoicing, all temporary employees input their work hours into our user-friendly time management system. This system allows both the City and HB Staffing to easily track hours worked, and it ensures that timecards are accessible, traceable, and verifiable. Employees are required to submit their hours by Monday at 10 a.m. (PST) following their work week. After payroll approval on Wednesday, weekly invoices, complete with attached timesheets, are sent to the client. Payments are processed the following Friday, ensuring a clear and timely payroll cycle. Our online system allows the City to access current and past invoices at any time, ensuring easy reference for review and approval.

Upon request, HB Staffing can provide customized reports detailing temporary employee hours worked, bill rate, PO Number, fiscal YTD, etc. This information is tailored to the needs of our clients.

Please see a sample invoice/timesheet and report beginning on the next page.

Please Note: We also track employee hours worked in a fiscal year to ensure our employee does not exceed 960 hours.



**HB
STAFFING**
AN ARRAY COMPANY

7711 Center Avenue
Suite #670
Huntington Beach, CA 92647
www.hbstaffing.com

INVOICE

BILL TO:

Attention of: CONTACT NAME
CLIENT NAME
Address
Address

REPORTING TO:

CLIENT NAME
Address
Address

Bill Dept:

PO#

Thank you for your business support!

DATE 12/28/2022	INVOICE NO. XXXXXXXXXX	PAGE 1	ACCOUNT NO. XXXXXX	TERMS: Net 45 Days		
PERIOD		DESCRIPTION & EMPLOYEE		HOURS	RATE	AMOUNT
12/19/22-12/25/22		Admin Specialist Doe, Jane		32.00	44.76	\$1,432.32
Remit To: *AS OF 06/24/2022 INVOICE DATES, PLEASE SEND PAYMENTS: ELECTRONICALLY WIRE/ACH TO WEBSTER BANK, ABA #026007773, ACCT NO. 8250000026 OR MAIL CHECK TO CathyJon Enterprises Inc., dba HB Staffing P.O. BOX 75343 CHICAGO, IL 60675-5343 *IMPORTANT* - INCLUDE CLIENT NO. AND INVOICE NO.						
		Regular Pay Hours		32.00		
		Total Hours		32.00		17
PAY THIS AMOUNT >					TOTAL	\$1,432.32

Remit To:

*AS OF 06/24/2022 INVOICE DATES,
PLEASE SEND PAYMENTS: ELECTRONICALLY
WIRE/ACH TO WEBSTER BANK,
ABA #026007773, ACCT NO. 8250000026
OR MAIL CHECK TO CathyJon Enterprises Inc.,
dba HB Staffing P.O. BOX 75343
CHICAGO, IL 60675-5343

***IMPORTANT* - INCLUDE CLIENT NO. AND INVOICE NO.**

Employee Timesheet Submission

Employee Name	Doe, Jane	Customer Name	CLIENT NAME
Assignment Number	XXXXXX	Department	
Period Ending Date	12/25/2022 12:00:00 AM	Report To	Manager Name
Timesheet Approved By	hbstaffing-info@hbstaffing.com	Timesheet Approved On	12/28/2022 1:13:01 PM

Date	IN 1	OUT 1	IN 2	OUT 2	IN 3	OUT 3	IN 4	OUT 4	Regular	Overtime	Doubletime	Expenses	Pay Code	Approval
12/19/2022	09:00 AM	01:00 PM	02:00 PM	06:00 PM					8.00	0.00	0.00	0.00	R	APPROVED
12/20/2022	09:00 AM	01:00 PM	02:00 PM	06:00 PM					8.00	0.00	0.00	0.00	R	APPROVED
12/21/2022	09:00 AM	01:00 PM	02:00 PM	06:00 PM					8.00	0.00	0.00	0.00	R	APPROVED
12/22/2022	09:00 AM	01:00 PM	02:00 PM	06:00 PM					8.00	0.00	0.00	0.00	R	APPROVED
Totals									32.00	0.00	0.00	0.00		

Total Hours

Regular	32.00	Overtime	0.00	Doubletime	0.00
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Additional Hours

	Employee Comments	
	Client Comments	



Key Project Deliverables Timeline

Key Project Milestones / Deliverables	Timeline
Intent to Award	Depends on the City
HB Staffing orders Certificate of Insurance (COI) requesting that the City be listed as an additional insured	Within two hours of receiving Intent to Award
HB Staffing emails COI listing the City as additional insured to the City contact	Within two days of award
The City sends the contract to HB Staffing	Depends on the City
HB Staffing signs and returns contract to the City	Within 24 hours of receipt
The City executes contract (Notice to Proceed)	Depends on the City
Kick-off Meeting: HB Staffing meets with the City to facilitate a mutual understanding of goals, protocols, timelines, and lines of communication. The goal is to learn more about the City's specific requirements around background checking, reporting, invoicing, job order protocol, points of contact, etc. This meeting is also to learn about all the City's policies and procedures as they relate to employees, so that this information can later be communicated to the employees prior to starting their assignments.	Within one week of receiving executed contract
If requested by the City, seamlessly onboard existing temporary employees from the previous vendor to HB Staffing	Within one to seven days of the Kick-off Meeting
Set up City-specific invoicing and reporting requirements within our database. Establish notes for recruiters regarding the City's annual fiscal work hour limit of 960 hours, background and drug screening requirements (including fingerprinting), contact parameters, need to establish periodic performance evaluations of temporary employees, and any other candidate-related requirements that the City has.	Within two days of the Kick-off Meeting (sooner if we immediately receive a job order request)
HB Staffing uses information gleaned from Kick-off Meeting to develop a targeted recruitment plan, which shall include utilization of online talent portals, social media sites, local colleges and community organization, and our parent company's Marketing team.	Within one day of Kick-off Meeting
Upon receipt of a job order from the City, HB Staffing recruiters shall: 1. Conduct search of internal candidates using HB Staffing's database as well as the nationwide database resources of parent company, Array Corp 2. Produce marketing/recruitment ads 3. Post ads that shall remain active	<ul style="list-style-type: none"> • Within 1 hour of job order receipt • Within 2 hours of job order receipt • Within 4 hours of job order receipt and ongoing
Sourcing of qualified applicants	Ongoing following Kick-Off Meeting
30-Day check-in with the City (either via phone or email) to evaluate progress and fine-tune processes, if needed	Approximately 30 days following the Kick-off meeting
60-Day check-in with the City (either via phone or email) highlighting progress made to date	Approximately 60 days following the Kick-off meeting
Quarterly and/or Semi-Annual account reviews	Per the City's preference
Annual account review to ensure contract specifications are being met and set goals for the coming year	Approximately one year after contract execution

Detail any and all Prime Contractor and Subcontractor relationships and responsibilities. If you are not utilizing subcontractors, please provide a narrative confirming this.

HB Staffing shall not utilize subcontractors.



Our Mission:

We provide exceptional staffing services to commercial businesses, non-profits, public and federal government agencies, matching extraordinary talent with clients that value results-oriented, customer-centered, and community-focused staffing partnerships.

Our Vision:

We are committed to surpassing industry standards in the delivery of extraordinary talent to our clients in expanding commercial and public sector markets across the United States.

***We Invite you to Partner with HB Staffing and
Experience the Benefits!***

EXHIBIT B

SCHEDULE OF BILLING RATES

Exhibit B – Billing Rates

UNIT	MINIMUM HOURS	COST
Labor Charge – Standard (To be used for work performed between 5:00 AM to 8:00 PM)	4 Hours	\$30.51 Per Hour
Summer Schedule – Standard (To be used for work performed between 5:00 AM to 1:30 PM) Monday through Friday and 5:00 AM to 9:00 AM on Saturday and Sunday. For a maximum of 40 hours per week	4 Hours	\$30.51 Per Hour
Overtime- Standard (To be used for work performed after 8 hours of work on weekdays, weekends, and holidays)	None	\$45.76 Per Hour
Labor Charge – including Transportation (To be used for work performed between 5:00 AM to 8:00 PM)	4 Hours	\$30.51 Per Hour
Summer Schedule – including Transportation (To be used for work performed between 5:00 AM to 1:30 PM) Monday through Friday and 5:00 AM to 9:00 AM on Saturday and Sunday. For a maximum of 40 hours per week	4 Hours	\$30.51 Per Hour
Overtime – including Transportation (To be used for work performed after 8 hours of work on weekdays, weekends, and holidays)	None	\$45.76 Per Hour

Invoicing

All invoices for on-call services must include:

- Brief description of the work performed
- Date the services were performed
- Number of hours spent on all work billed on an hourly basis
- Contracted labor rate

- Name(s) and title of laborer(s)

Invoices shall be submitted monthly. Labor rates shall be charged at the standard labor rate specified in the Cost File.

Holiday Working Hours

- Holidays shall be based on the list of City Approved Holidays, and are listed below:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

EXHIBIT C

INSURANCE REQUIREMENTS - MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. 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 Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate and four million dollars (\$4,000,000) completed operations aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract

(including the tort liability of another assumed in a business contract).

- C. 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 Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
 - D. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements 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 subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess/umbrella liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as additional insureds under such policies.
 - C. Primary and Non-Contributory. Contractor's insurance coverage, excluding automobile liability insurance, shall be primary insurance

and/or the primary source of recovery with respect to City, its City Council, boards and commissions, officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage. If any required insurance policy cannot be so endorsed, then all Certificates of Insurance evidencing such coverage shall reflect these notice requirements, and the Contractor shall be solely responsible for providing such notice to the City in accordance with these timeframes. Failure by the Contractor to provide timely notice of cancellation or nonrenewal, whether due to lack of endorsement or other reason, shall constitute a material breach of contract, entitling the City to pursue all available remedies, including but not limited to suspension of work, withholding of payments, or termination of the contract.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence 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 and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". 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. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. 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 Contractor sixty (60) calendar days' advance written notice of such change. If such change results in

substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Exhibit A 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 higher limits maintained by the Contractor. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Contract, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to

Contractor or reimbursed by Contractor upon demand.

- H. 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 Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.
- J. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Work under this or any other Contract or agreement with City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.