CITY OF GRAND TERRACE
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
JUNE 2022

[Editor’s Note: Timeline Dates below are Subject to Change]

- Issuance of Bid by City: Friday, June 24, 2022
- Deadline Questions/Clarification Requests: Friday, July 1, 2022 (11:00 a.m.)
- Deadline for Submitting Complete Proposals: Wednesday, July 6, 2022 (11:00 a.m.)
- Presentation to City Council for Final Approval: Tuesday, July 26, 2022
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**SCOPE OF WORK**
NOTICE INVITING BIDS

(CITYWIDE LANDSCAPE MAINTENANCE SERVICES)

NOTICE IS HEREBY GIVEN that the City Clerk, on behalf of and as authorized by the City Council of the City of Grand Terrace (hereinafter referred to as the "City"), will receive sealed bids at 22795 Barton Road Grand Terrace, California, 92313 in care of the City Clerk, until 11:00 am on Wednesday, July 6, 2022 for landscaping services within the City of Grand Terrace designated as:

CITYWIDE LANDSCAPE MAINTENANCE SERVICES
BID NO. 22-07

A pre-bid conference will not be held for this project.

All bids must be in writing, must be sealed in an opaque envelope, and addressed to the City, c/o City Clerk, and delivered or mailed to the City at 22795 Barton Road Grand Terrace, California 92313 in care of the City Clerk. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY OF GRAND TERRACE c/o CITY CLERK
(BIDDER’S NAME AND ADDRESS)
BID FOR: CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Contractor must provide copy of Class C27 “Landscape Contractor” or Class A “General Contractor” License.
Engineer’s Estimate: $45,000 annually for three years

Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned, unopened, to the bidder.

This project involves landscape maintenance services throughout the City of Grand Terrace.

The work shall be done under the supervision of the Director of Public Works or Management Analyst and no work or portion of the work shall be paid for until it is approved for payment by the Director of Public Works / Management Analyst, but this shall not prevent approval of and payment for completed portions of the work as it progresses, payment acceptance of these portions or of the completed project.

Each bidder must submit a proposal to the City, c/o City Clerk, on standard forms provided in the bid package. Said proposal is to be accompanied by a cash deposit, a certified or cashier’s check, or a bid bond, made payable to the City, in an amount not less than 10 percent of the total bid submitted. Said cash deposit or check shall be forfeited or said bond shall become payable in the event the bidder depositing the same does not within
ten (10) calendar days after written notice execute the Contract. The successful bidder will be required to furnish with the Contract a Faithful Performance Bond in the amount of 100 percent of the Contract price, and a Payment Bond in the amount of 100 percent of the Contract price. The successful bidder will also be required to furnish certificates of insurance evidencing that all insurance coverage as required by the Specification has been so secured.

The Contractor may, at Contractor’s sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the Contract. Such securities shall be deposited with the City, or a state federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. Such securities, if deposited by the Contractor, will be valued by the City, whose decision on valuation of the securities shall be final. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 and Government Code Section 4590. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City’s attorney. The City reserves the right to waive any informalities or irregularities or to reject any or all bids, or any portions of any bid, or to reject and then negotiate the amount and/or terms of any bid with any bidder, and to be the sole judge of the merits of the respective bids received. The award of Contract, if made, will be on the basis of the lowest cost to the City to a responsible bidder whose proposal complies with all the prescribed requirements.

No bidder may withdraw his bid for a period of thirty (30) days after the bid opening.

Contract Documents, including Specifications, may be examined at the City of Grand Terrace Public Works Department located at 22795 Barton Road, Grand Terrace, CA 92313 or may be obtained by email request to Shanita Tillman, Management Analyst, at stillman@grandterrace-ca.gov.

Any questions regarding the bid documents should be directed via e-mail to the Management Analyst, Shanita Tillman. stillman@grandterrace-ca.gov.

The successful bidder will be required to pay not less than the prevailing wage scale, determined by the Director of the California Department of Industrial Relations, copies of which scale are on file in the office of the City Clerk and the office of the Director of Public Works/Management Analyst, and which shall be made available to any interested party upon request.

Effective January 1, 2015, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special
Provisions for additional details.

The Contractor shall execute the Contract and shall secure all insurance and bonds required within ten (10) calendar days after the Contractor has been notified in writing of the award of the Contract.

Payments will be made in cash to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Director of Public Works/City Engineer submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.

City of Grand Terrace
INSTRUCTIONS TO BIDDERS

CITY OF GRAND TERRACE
CITY CLERK’S OFFICE
22795 BARTON ROAD
GRAND TERRACE, CA 92313

BID NO: 22-07
DUE: July 6, 2022
at 11:00 a.m.

Submit bid in sealed envelope as indicated on the cover sheet

BIDS DELIVERED AFTER THE HOUR INDICATED WILL BE REJECTED

WE ARE PLEASED TO ISSUE THE ENCLOSED SPECIFICATIONS FOR YOUR CONSIDERATION

FORM OF PROPOSAL: The bidder shall submit a complete proposal which will include this set of Specifications and any other documents required by these Specifications. The complete proposal shall be enclosed in a sealed envelope bearing the name of the bidder and of the project. In the event there is more than one bidding schedule, the bidder may bid on any individual schedule or on any combination of schedules. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Prices quoted by the bidder shall be exclusive of Federal Excise Taxes pursuant to exemption of political subdivision of a State by Federal Law. Prices quoted by the bidder shall mean total cost to the City, Freight on Board, delivered to the City of Grand Terrace.

ADDENDA: Any addenda issued during the time of bidding forming a part of the documents shall be acknowledged on the next page of the Bidding Schedule Section C and will be made a part of the Contract.

DELIVERY OF PROPOSAL: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder’s sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL: If for any reason you do not wish to bid on the project, mark NO BID and state your reasons for not bidding at this time. This withdrawal request must be signed by the bidder or his authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of proposals. By following the necessary withdrawal procedures, you will enhance our efforts to keep our bidders list current. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

OPENING OF PROPOSALS: The proposals will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids. The City Council of the City of Grand Terrace reserves the right to reject any and all proposals and/or waive any informalities thereon.
We hope you will attend our formal bid opening and obtain the results as we are unable to complete our evaluation and furnish this information by phone until noon the following day.

The complete proposal including proposal guaranty shall be enclosed in sealed envelope, endorsed with the bidder's company name and address on the upper left corner, the bid number, name of project, hour and date of bid opening as shown in Notice Inviting Bids and the words "Sealed Bid".

Sealed bids shall be addressed to the City of Grand Terrace c/o City Clerk, 22795 Barton Road, Grand Terrace, California 92313.

MODIFICATIONS AND ALTERNATIVE PROPOSAL: Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specified. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The City of Grand Terrace cannot honor any explanation or changes in the bid documents unless written addendum has been issued.

DISCREPANCIES IN PROPOSALS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of not less than 10 percent of the total amount named in the proposal. Said check or bond shall be made payable to the City and shall be given as a guarantee that the bidder, if awarded the work, will enter into a Contract within 15 calendar days after receipt of the Contract from the City, and will furnish the necessary insurance certificates, faithful performance bond, and labor and material bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case of refusal or failure to enter into said Contract, the check or bid bond, as the case may be, shall be forfeited to the City. If the bidder elects to furnish a bid bond as his proposal guarantee, he shall use the bid bond form bound herein, or one conforming substantially to it in form.

BIDDER'S EXAMINATION OF SITE: Before submitting a proposal, bidder shall carefully examine the drawings, specifications, and other Contract Documents, and shall visit the site of the work. It will be assumed that the bidder is familiar with existing site conditions and has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied with the character, quality, quantities of work to be performed and materials to be furnished.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER", bound herein. The bidder shall have recently completed not less than 3 projects of similar type and complexity. No proposal for the work
will be accepted from a Contractor who is not licensed in accordance with applicable state law.

CONTRACTOR’S LICENSING LAWS: In all State projects where Federal funds are involved, no bid submitted shall be invalidated by the laws of this State. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this State. The first payment for work or material under any contract shall not be made by the Controller unless and until the Registrar of Contractors certifies to the Controller that the records of the Contractors State License Board indicate that the Contractor was properly licensed at the time the Contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a Contract shall constitute a failure to execute the Contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

DIR REQUIREMENTS: In order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. Contractors and subcontractors are to submit electronic payroll records to the DIR’s Compliance Monitoring Unit (CMU), in addition to providing wet-ink original copies to the City or its designated labor compliance officer.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals. No proposal will be accepted from a Contractor who is not licensed in accordance with the provision of Chapter 9 of Division III of the Business and Profession Code.

RETURN OF PROPOSAL GUARANTY: The City will return the proposal guarantees accompanying each of the proposals which are not used in making the award once the Contract has been finally executed.

AWARD OF CONTRACT: Award of a Contract, if it is awarded, will be based primarily on the lowest overall cost (total project with additive bids) to the City, and will be made to a responsible bidder whose proposal complies with all the requirements prescribed. Preference will be given by the City of Grand Terrace to the lowest responsible bidder furnishing products made in the continental United States. Where the price of an acceptable American made product is within 5% of a non-American made product, award will be made to the domestic manufacturer.

Evaluation of the bidder's experience and additional information requested on the form "INFORMATION REQUIRED OF BIDDERS", bound herein, also will be a determining factor.
in arriving at an award. Any such award will be made within 60 calendar days after opening of the proposals. Unless otherwise indicated, a single award will not be made for less than all the bid items in an individual bidding schedule. In the event there is more than one bidding schedule, the City may award schedules individually or in combination. The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interests of the City.

BUY AMERICA REQUIREMENTS: Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for cement and steel materials furnished for incorporation into the work on this project shall occur in the United States.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign cement or steel materials if the cost of such materials used does not exceed one-tenth of 1 percent (0.1%) of the total Contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign cement or steel prior to incorporating such materials into the work.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written Contract with the City on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the Specifications within 10 calendar days after receipt of the Contract from the City. No Contract shall be binding upon the City until the City Attorney has approved the Contract execution between the City and Contractor. Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest bidder to execute the Contract; such bidder's guarantees shall be likewise forfeited to the City.

TIME OF COMPLETION: The Contractor shall be allotted the number of working days as specified in the Agreement to complete the work to the satisfaction of the City.
PROPOSAL
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Bids due no later than 11:00 AM on Wednesday, July 6, 2022, at the office of the City Clerk.

TO: CITY OF GRAND TERRACE, acting by and through its Governing Body, herein called the "CITY".

Pursuant to and in compliance with your Notice to Contractors calling for Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposed and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the project known as: “CITYWIDE LANDSCAPE MAINTENANCE SERVICES”.

All in strict conformity with the specifications and other Contract Documents, including Addenda No., and , on file at the OFFICE OF THE CITY CLERK, 22795 BARTON ROAD, GRAND TERRACE, CALIFORNIA, 92313, for the sum of:

(SEE BID SCHEDULE FOR COST BREAKDOWN OF ITEMS)

COMPANY NAME

__________________________________________________________

TITLE

__________________________________________________________

CITY_________________________________ ZIP CODE

TELEPHONE (______) _______________ ____________________

CONTRACTOR’S LICENSE NO. ______________________

DIR REGISTRATION NO. ________________________________
DATE ____________________________

BIDDER’S NAME, ADDRESS & PHONE

CONTRACTOR’S LICENSE NO. __________________________________________
CITY BUSINESS LICENSE NO. __________________________________________
(if available)
CORPORATE SEAL

________________________________________

Corporation incorporated under
the State of ____________________________

TELEPHONE: ____________________________
(Area Code)

BY: ____________________________
Signature

________________________________________

Print or type name

TITLE: ____________________________

________________________________________

Names and addresses of all members of co-partnership or names and titles of all officers
of the corporation:

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________
## BID SCHEDULE
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

BIDDER: ____________________________

(Company Name)

### BASE BID

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<tr>
<th>ITEM NO</th>
<th>DESCRIPTION OF ITEMS</th>
<th>TASK</th>
<th>FREQUENCY</th>
<th>UNIT</th>
<th>ANNUAL PRICE</th>
<th>TOTAL PRICE</th>
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<td>1</td>
<td>Richard Rollins Park 22745 De Berry St</td>
<td>Task #1 Full Service (Planters, Ground Cover, Shrubs) - 84,800 sqft</td>
<td>Once</td>
<td>Month</td>
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<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat - 80,000 sqft</td>
<td>Once</td>
<td>Week</td>
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<td>2</td>
<td>Veterans Freedom Park 21950 Pico St</td>
<td>Task #1 Full Service (Planters, Ground Cover) Shrubs - 15,200 sqft</td>
<td>Once</td>
<td>Month</td>
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<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat - 82,600 sqft</td>
<td>Once</td>
<td>Week</td>
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<td>3</td>
<td>TJ Austin Park 22740 Robin Way (including park space north and south)</td>
<td>Task #1 Full Service (Planters, Ground Cover, Shrubs) 7,200 sqft</td>
<td>Once</td>
<td>Month</td>
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<td></td>
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<td>Task #2 Mow and Weed Eat - 55,100 sqft</td>
<td>Once</td>
<td>Week</td>
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<td>4</td>
<td>Gwen Karger Park NW Corner of Mount Vernon Ave and DeBerry St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) – 2,500 sqft</td>
<td>Once</td>
<td>Month</td>
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<td></td>
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<td>Task #2 Mow and Weed Eat – 1,500 sqft</td>
<td>Once</td>
<td>Week</td>
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<tr>
<td>5</td>
<td>Griffin Park Water reservoir behind homes on Canary Court between Merle Court and Paradise St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) – 65,000 sqft</td>
<td>Once</td>
<td>Month</td>
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<td>Task #2 Mow and Weed Eat – 9,200 sqft</td>
<td>Once</td>
<td>Week</td>
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<td></td>
<td>Location</td>
<td>Task Description</td>
<td>Frequency</td>
<td>Interval</td>
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<td></td>
<td>Canal Strip/East Side of Canal St at Barton Rd North/South of McClaren St</td>
<td>Task #1 Mow and Weed Eat – 29,500 sqft</td>
<td>Once</td>
<td>Week</td>
<td></td>
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<tr>
<td>7</td>
<td>Oriole Slope East side of Oriole Ave from Franklin St and Lark St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) 11,000 sqft</td>
<td>Once</td>
<td>Month</td>
<td></td>
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<tr>
<td>8</td>
<td>3 Baseball Fields at Veterans Freedom Park 21950 Pico St</td>
<td>Task #1 Mow and Weed Eat - 48,000 sqft</td>
<td>Once</td>
<td>Week</td>
<td></td>
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<td>9</td>
<td>Right of Way, Mount Vernon Ave from Main St to Barton Rd</td>
<td>Task #1 Weed Abatement and Spray Roundup – 1 mile on both sides of roadway</td>
<td>Once</td>
<td>Every 2 months</td>
<td></td>
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<tr>
<td>10</td>
<td>Right of Way, Barton Rd from Palm to Victoria St</td>
<td>Task #1 Weed Abatement and Spray Roundup – 0.5 miles both sides of road</td>
<td>Once</td>
<td>Every 2 months</td>
<td></td>
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<tr>
<td>11</td>
<td>Right of Way, Main St from Michigan St to Mount Vernon</td>
<td>Task #1 Weed Abatement and Spray Roundup - 0.5 miles north side of road</td>
<td>Once</td>
<td>Every 2 months</td>
<td></td>
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<tr>
<td>12</td>
<td>Canal St from Newport Ave to Mount Vernon ROW drainage ditch</td>
<td>Task #1 Weed Abatement and Spray Roundup, clear ditch - 0.4 miles on west side of street only</td>
<td>Once</td>
<td>Every 3 months</td>
<td></td>
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<td>13</td>
<td>Taylor St/High School riprap drainage ditch – behind Grand Terrace High School and Veterans Freedom Park</td>
<td>Task #1 Weed Abatement and Spray Roundup – 25,000 sqft</td>
<td>Twice</td>
<td>Year</td>
<td></td>
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<td>14</td>
<td>Orange Grove Parkway at Mt Vernon Ave and Grand Terrace Rd</td>
<td>Task #1 pull weeds – 30,000 sqft</td>
<td>Once</td>
<td>Month</td>
<td></td>
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<td>15</td>
<td>Grand Terrace Fitness Park 21937 Grand Terrace Rd</td>
<td>Task #1 pull weeds - 115,000 sqft</td>
<td>Once</td>
<td>Month</td>
<td></td>
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<td>16</td>
<td>City Hall 22795 Barton Rd Approximately 30,000 sqft</td>
<td>Task #1 Full Service (Planters, Ground Cover, Shrubs)</td>
<td>Once</td>
<td>Month</td>
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<td>Task #2 Mow and Weed Eat</td>
<td>Once</td>
<td>Week</td>
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<td>Task #1 Weed Abatement and Spray Roundup on non-drought tolerant/aesthetic plants - Approximately 70,000 sqft</td>
<td></td>
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<td>Task #1 Mow parkway Approx. 295 sqft</td>
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<td>Task #2 Cut back hedge from sidewalk west of 22265 Pico St and prune trees and shrubs on east and west side of Palomino Ct Approx. 400 sqft</td>
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TOTAL BASE BID (ITEMS 1-19): 

(WORDS)

$ 

(FIGURE)
ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost if any, or such revisions have been included in the TOTAL BID of the Bidding Schedule (s).

ADDENDUM NO.______________________________, DATED _____________

ADDENDUM NO.______________________________, DATED _____________

ADDENDUM NO.______________________________, DATED _____________

ADDENDUM NO.______________________________, DATED _____________

ADDENDUM NO.______________________________, DATED _____________

Name of Bidder ___________________________________________________________________________

Address ___________________________________________________________________________________

State License No.________________________ Telephone No. ____________________________

By: ________________________________
    Signature

________________________________________
    Title

Date the_______day of_____________________, ________
BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name

Business Address

Telephone

State Contractor's License No.

Original Date Issued Expiration Date

DIR Registration No.

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:


The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venture are as follows:


All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:


C-3
IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforenamed principals this_____day of__________, 20____.

BIDDER

_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

Subscribed and sworn to this_______day of____________________, 20____.

NOTARY PUBLIC  _______________________________________________
DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

<table>
<thead>
<tr>
<th>NAME, ADDRESS, TELEPHONE NUMBER, LICENSE NO., AND DIR REG NO. OF SUBCONTRACTORS</th>
<th>ITEMS OF WORK</th>
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Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.
The Contractor shall list in the spaces provided below, not less than three comparable contracts which have been completed within the past two years.

<table>
<thead>
<tr>
<th>Contract Year(s)</th>
<th>Type of Work Performed</th>
<th>Annual Contract Amount</th>
<th>Client/Agency Name</th>
<th>Contact Name/Title Phone Number</th>
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STATE OF CALIFORNIA

COUNTY OF

(NAME), affiant being first duly sworn, deposes and says:

that he or she is the_____________________________ of

(sole owner, partner, other proper title)

______________________________, the party making the foregoing bid and

(Contracting Firm Name)

that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Bidder's Name: ____________________________________________

Bidder's Address: __________________________________________

________________________________________________________________________

Telephone No.: _________________________________________________

________________________________________________________________________

(Signature of Bidder) (Title)

All signatures must be notarized and securely attached to this form.
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ________________ , as Principal, and _____________________________ as Surety, are hereby and firmly bound unto ________________ as Owner in the penal sum of__________________________for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors and assigns.

Signed this________________________day of _____________________, 2022. The condition of the above obligation is such that whereas the Principal has submitted to ___________________________ certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the CITYWIDE LANDSCAPING MAINTENANCE SERVICES

NOW, THEREFORE, _____________________________

a. If said Bid shall be rejected, or in the alternate,
b. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by said Bid, then this obligation shall be void, otherwise, the same shall remain in force and effect; it is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first mentioned.

PRINCIPAL: ________________________

______________________________

BY: ____________________________

SEAL
D-1

01247.0026/740766.2
Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” contained in as provided in this Agreement, all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid
less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers’ Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

Contractor’s Authorized Initials ________________

(i) Contractor’s Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.
(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City’s consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of
acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor (“Change Order”). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates in the Schedule of Compensation do not cover the type of work in the Change
Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City’s sole and absolute discretion, waive the Contractor’s rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as
Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $_________ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly
submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.
3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

CEO, President, Vice President, Secretary, Treasurer

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.
4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor’s expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither
this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

**ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

5.1 **Insurance Coverages.**

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

(a) **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) **Professional liability (errors & omissions) insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

(e) **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified
endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

### 5.2 General Insurance Requirements.

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

(b) **Duration of coverage.** Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

(d) **City’s rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

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

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

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

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

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

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

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

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

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

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

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

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

5.3 **Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work,
operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance
of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as
defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie
7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor’s acts or omissions in performing or failing to perform Contractor’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.
7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit “D”). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.
7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contractor. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contractor. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contractor thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contractor, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys’ Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees. Attorney’s fees shall include attorney’s fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.1 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.2 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during.
employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.3 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Grand Terrace, 22795 Barton Road, Grand Terrace, California 92313, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 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 this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this
Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this
Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Grand Terrace, a municipal corporation

ATTEST:

Konrad Bolowich, City Manager

Debra Thomas, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONTRACTOR:

By:

— Name:
  Title:

By:

— Name:
  Title:

Address:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On __________, 2022 before me, __________________________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: __________________________________________

OPTIONAL

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

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
</tr>
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<td>DATE OF DOCUMENT</td>
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<tr>
<td>□ GUARDIAN/CONSERVATOR</td>
<td></td>
</tr>
<tr>
<td>□ OTHER__________________</td>
<td></td>
</tr>
</tbody>
</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

________________________________________
________________________________________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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Signature: ________________________________

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER __________________

☐ __________________

DESCRIPTION OF ATTACHED DOCUMENT

☐ TITLE OR TYPE OF DOCUMENT

☐ NUMBER OF PAGES

☐ DATE OF DOCUMENT

☐ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

☐ __________________

☐ __________________

01247.0026/740766.2

D-29
## EXHIBIT A

### SCOPE OF WORK

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION OF ITEMS</th>
<th>TASK</th>
<th>FREQUENCY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Richard Rollins Park 22745 De Berry St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) - 84,800 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat - 80,000 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>2</td>
<td>Veterans Freedom Park 21950 Pico St</td>
<td>Task #1 Full Service (Planters, Ground Cover) Shrubs - 15,200 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat - 82,600 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>3</td>
<td>TJ Austin Park 22740 Robin Way (including park space north and south)</td>
<td>Task #1 Full Service (Planters, Ground Cover, Shrubs) 7,200 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat 55,100 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>4</td>
<td>Gwen Karger Park NW Corner of Mount Vernon Ave and DeBerry St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) – 2,500 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat – 1,500 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>5</td>
<td>Griffin Park Water reservoir behind homes on Canary Court between Merle Court and Paradise St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) – 65,000 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Mow and Weed Eat – 9,200 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>6</td>
<td>Canal Strip/East Side of Canal St at Barton Rd North/South of McClarren St</td>
<td>Task #1 Mow and Weed Eat – 29,500 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>7</td>
<td>Oriole Slope East side of Oriole Ave from Franklin St and Lark St</td>
<td>Task #1 Full Service (Planters, Ground Cover Shrubs) 11,000 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td>8</td>
<td>3 Baseball Fields at Veterans Freedom Park 21950 Pico St</td>
<td>Task #1 Mow and Weed Eat - 48,000 sqft</td>
<td>Once</td>
<td>Week</td>
</tr>
<tr>
<td>Task</td>
<td>Location</td>
<td>Task Description</td>
<td>Frequency</td>
<td>Duration</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-----------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>9</td>
<td>Right of Way, Mount Vernon Ave from Main St to Barton Rd</td>
<td>Task #1 Weed Abatement and Spray Roundup – 1 mile on both sides of roadway</td>
<td>Once</td>
<td>Every 2 months</td>
</tr>
<tr>
<td>10</td>
<td>Right of Way, Barton Rd from Palm to Victoria St</td>
<td>Task #1 Weed Abatement and Spray Roundup – 0.5 miles both sides of road</td>
<td>Once</td>
<td>Every 2 months</td>
</tr>
<tr>
<td>11</td>
<td>Right of Way, Main St from Michigan St to Mount Vernon</td>
<td>Task #1 Weed Abatement and Spray Roundup - 0.5 miles north side of road</td>
<td>Once</td>
<td>Every 2 months</td>
</tr>
<tr>
<td>12</td>
<td>Canal St from Newport Ave to Mount Vernon ROW drainage ditch</td>
<td>Task #1 Weed Abatement and Spray Roundup, clear ditch - 0.4 miles on west side of street only</td>
<td>Once</td>
<td>Every 3 months</td>
</tr>
<tr>
<td>13</td>
<td>Taylor St/High School riprap drainage ditch – behind Grand Terrace High School and Veterans Freedom Park</td>
<td>Task #1 Weed Abatement and Spray Roundup – 25,000 sqft</td>
<td>Twice</td>
<td>Year</td>
</tr>
<tr>
<td>14</td>
<td>Orange Grove Parkway at Mt Vernon Ave and Grand Terrace Rd</td>
<td>Task #1 pull weeds – 30,000 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td>15</td>
<td>Grand Terrace Fitness Park 21937 Grand Terrace Rd</td>
<td>Task #1 pull weeds - 115,000 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td>16</td>
<td>City Hall 22795 Barton Rd Approximately 30,000 sqft</td>
<td>Task #1 Full Service (Planters, Ground Cover, Shrub)</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td>17</td>
<td>Westside of right of way on S La Cadena Dr between Palm Ave and Litton Ave</td>
<td>Task #1 Weed Abatement and Spray Roundup - Approximately 57,000 sqft</td>
<td>Once</td>
<td>Every 3 Months</td>
</tr>
<tr>
<td>18</td>
<td>Jaden Court On left side of entrance and both center areas of walking path between homes stopping level with the top cul-de-sac</td>
<td>Task #1 Weed Abatement and Spray Roundup on non-drought tolerant/aesthetic plants - Approximately 70,000 sqft</td>
<td>Once</td>
<td>Month</td>
</tr>
<tr>
<td>19</td>
<td>Palomino Court Frontage on Pico St between Gage Canal and west property on Palomino Ct</td>
<td>Task #1 Mow parkway Approx. 295 sqft</td>
<td>Twice</td>
<td>Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Task #2 Cut back hedge from sidewalk west of 22265 Pico St and prune trees and shrubs on east and west side of Palomino Ct Approx. 400 sqft</td>
<td>Twice</td>
<td>Year</td>
</tr>
</tbody>
</table>
INSPECTIONS

The City reserves the right to conduct inspections to confirm, that the proper levels of landscape maintenance service are performed. If the City finds the maintenance service fails to meet expectations, the City will notify the Contractor in writing. Contractor shall promptly correct any deficiencies within 3 business days. Failure to correct such deficiencies will be considered a breach of the Contract.

ADDITIONAL SERVICES

Upon City’s request, contractor shall provide a quote for services at additional locations and future parks.

CONTRACTOR RESPONSIBILITIES

- The Contractor shall supply ALL necessary equipment, tools, consumable materials, instrumentation, and labor to perform the landscape maintenance service as described herein
- The Contractor shall be responsible for repairs of damages incurred during the performance of the landscape maintenance service
EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)
EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates submitted as part of Contractor’s Proposal as provided in Exhibit C-1, provided that the City does not expressly or by implication agree that the actual amount of work will correspond with quantities given in Exhibit C-1, but reserves the right to increase or decrease the amount of any class or portion as deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item above, and with the approval of the Contract Officer, funds may be shifted from one item’s sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $_________ as provided in Section 2.1 of this Agreement.
EXHIBIT C-1

BID SCHEDULE FOR
EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule as approved in writing by the Contract Officer.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ________________________________

_____________________________ a ________________________________

hereinafter called "Principal" and ________________________________
of ________________________________, State of California, hereinafter called the “Surety”, are held and

firmly bound unto ________________________________

_____________________________ of

______________________________, hereinafter called "City" in the penal sum of

______________________________ Dollars ($______________) in lawful money of these

ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the City, dated the____________________ day of _________________________

2022, a copy of which is hereunto attached and made a part hereof for the construction of:

   Citywide Landscape Maintenance Services


NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said by Contract during the
original term thereof, and any extensions thereof which may be granted by the City, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract,
and shall fully indemnify and save harmless the City from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense
which the City may incur in making good any default, then this obligation shall be void; otherwise,
to remain in full force and effect.

PROVIDED FURTHER that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the Contract or to the work to
be performed thereunder or the Specifications accompanying the same shall in anyway affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in __________________________

Counterparts, each one of which shall be deemed an original, this the _______________ day of ______________________ 2022.

ATTEST:

PRINCIPAL __________________________

PRINCIPAL SEC. __________________________

BY __________________________

ADDRESS __________________________

AS TO PRINCIPAL __________________________

ADDRESS __________________________

SURETY __________________________

ATTORNEY IN FACT __________________________

ATTEST:

SURETY SEC. __________________________

ADDRESS __________________________

SEAL

WITNESS AS TO SURETY __________________________

ADDRESS __________________________

NOTE: Date of Bond must not be prior to date of Contract
LABOR AND MATERIAL BOND

KNOWN ALL MEN BY THESE PRESENTS, that we ________________________________
________________________ hereinafter called "Principal" and ________________________________
________________________ of____________________________, State of California,
hereinafter called "Surety", are held and firmly bound unto ________________________________
of____________________________ hereinafter called "Owner", in the penal sum of
____________________________ dollars ($________________) in lawful money of
these United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, The Principal
certain contract with the Owner, dated_______________ day of_______________ 2022, a
copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension of modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, repairs on machines, equipment
and tools, consumed or used in connection with the construction of such work, and all insurance
premiums of said work, and for all labor, performed in such work whether by subcontractor or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that if the original contractor or his subcontractor fails to pay any of the
persons named in Section 3181, or amounts due under the Unemployment Insurance Code with
respect to work or labor performed under the contract, or for any amounts required to be deducted,
withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in attorney's fee, to be fixed by the court. The original contractor may require of his subcontractors a bond to indemnify the original contractor for any loss sustained by the original contractor because of any default by his subcontractors under this section.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _______________ day of ________________, 2022.

ATTEST:

(Principal) ____________________________________________

(Principal Sec.) ____________________________________________

(SEAL) (By) ____________________________________________

(Address) ____________________________________________

(Witness as to Principal) ____________________________________________

(Address)

(Surety) ____________________________________________

ATTEST:

(Surety Sec.) ____________________________________________

(SEAL) _______________

(By) ____________________________________________

(Address) ____________________________________________

(Address) ____________________________________________
The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

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

DATE: ___________________ (Contractor) ________________________

(By) ________________________
GENERAL PROVISIONS

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 CITY
The word “City” shall mean the City of Grand Terrace named in the Contract Documents.

1.2 ENGINEER
The word “Engineer” shall mean the Director of Public Works or individual authorized by the City to oversee the execution of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Engineer.

1.3 CONTRACTOR
The word “Contractor” shall mean the party entering into Contract with the City for performance of the work called for in these specifications and shown on the drawings, including the Contractor's authorized agents.

1.4 SUBCONTRACTOR
The word "Subcontractor" shall mean any person, firm, or corporation entering into agreement with the Contractor for performance at the site of the work, of any part of the Contractor's obligation under the Contract.

The Contractor, shall in his bid offer, set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor under this contract shall be listed individually. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in his bid.
1.5 CONTRACT

The word "Contract" shall mean the Contract Documents and shall include the written Agreement entered into by the City and the Contractor for the performance of work described in the specifications and shown on the Drawings, together with the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidder, the Specifications, the Drawings, all addenda issued by the City with respect to the foregoing prior to the opening of bids, and all change orders issued by the City and signed by the Contractor pertaining to the Contract after the Contract is awarded.

1.6 SPECIFICATIONS

The word "Specifications" shall mean the General Conditions of the Contract and the Special Provisions of the Contract, together with all addenda and change orders issued with respect thereto.

STANDARD SPECIFICATIONS. The work embraced herein shall be done in accordance with the provisions of the Standard Specifications for Public Works Construction, 2009 Edition, commonly known as the "Greenbook", produced by Public Works Standards, Inc. and published by BNI Publications Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein.

1.7 DRAWINGS

The words "Drawings" or "Contract Drawings" shall mean those drawings accompanying the Specifications which show the location, nature, extent and form of the work together with applicable details.

1.8 COUNCIL

The City Council of the City of Grand Terrace.

1.9 ENGINEERS ESTIMATE

The lists of estimated quantities of work to be performed as contained in the Contract Documents.

1.10 INSPECTOR

The representative of the Engineer or Director of Public Works who is assigned to inspect conformance of the work in accordance with plans and specifications.

1.11 OVERLAY

A supplemental surface course placed on an existing pavement to improve its surface conformation or increase its strength.
1.12 **ROADBED**

That portion of the street included between the outside lines of curbs or paving.

1.13 **STANDARD PLANS**

Standard Detail Drawings of the County of Riverside/San Bernardino and the State Department of Transportation.

1.14 **SURFACE COURSE**

The top layer of pavement (exclusive of open graded A.C.), designed to provide structural values and a surface resistant to traffic abrasion.

1.15 **TRAVELED WAY**

That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. Where traffic has been diverted or restricted to certain lanes, with the approval of the City Engineer, these diversions or restricted lanes become the traveled way.

1.16 **RIGHT-OF-WAY**

Includes City of Grand Terrace Public Right-of-Way and City of Grand Terrace Public Easements.
SECTION 2 - SPECIFICATIONS, DRAWINGS AND RELATED DATA

2.1 INTENT OF SPECIFICATIONS AND DRAWINGS

The intent of the Specifications and Drawings is that the Contractor furnish all plans, labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the work.

2.2 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

The Specifications and Drawings are complementary to each other.

2.3 DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS

Any discrepancies, errors, or omissions found in the Specifications or Drawings shall be promptly reported to the Engineer who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, errors, or omissions, but shall comply with any corrective measures regarding the same prescribed by the Engineer.

2.4 CONFLICTS BETWEEN SPECIFICATIONS AND DRAWINGS

In case of conflict between the Specifications and the Drawings, the Specifications shall govern over the Drawings. In cases of conflict between the General Conditions and Special Provisions of the Specifications, the Special Provisions shall govern over the General Conditions.

2.5 SHOP DRAWINGS

(a) Wherever called for in these Specifications or on the Drawings, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, 7 prints of each shop drawing. The term "Shop Drawing" as used herein shall be understood to include detail design, calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.

(b) All shop drawing submittals shall be accompanied by a letter of transmittal identifying Contractor, fabricator and subcontractor. The Contractor may authorize a material or equipment supplier to deal directly with the Engineer with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

(c) Normally, a separate transmittal shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal, will be permitted only when the item taken together constitute a manufacturer's "package" or are so
functionally related that expediency indicates review of the group or package as a whole.

(d) Within 15 calendar days after receipt of said prints, the Engineer will return prints of each drawing to the Contractor with his comments noted thereon. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of drawings. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second transmission.

(e) If 3 prints of the drawing are returned to the Contractor marked "NO EXCEPTIONS TAKEN", formal revision of said drawing will not be required.

(f) If 3 prints of the drawing are returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision of said drawing will not be required.

(g) If one print of the drawing is returned to the Contractor marked "AMEND - RESUBMIT", the Contractor shall revise said drawing and shall resubmit 7 copies of said revised drawing to the Engineer.

(h) If one print of the drawing is returned to the Contractor marked "REJECTED - RESUBMIT", the Contractor shall revise said drawing and shall resubmit 7 copies of said revised drawing to the Engineer.

(i) Fabrication of an item shall not be commenced before the Engineer has reviewed the pertinent shop drawings and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN", "MAKE CORRECTIONS NOTED" or "AMEND - RESUBMIT". Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop drawings (unless review by the Owner or said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Owner's delay in review actually resulted in a delay in the Contractor's construction schedule). The review of said drawings by the Owner will be limited to checking for general agreement with the Specifications and Drawings, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Contractor drawings. Fabricating dimensions, quantities of material, applicable code requirements, and other Contract requirements shall be the Contractor's responsibility.

2.6 REFERENCE TO STANDARDS OR PUBLICATIONS

Any reference made in the Specifications or Drawings to any specifications, standard, or
publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of date of advertising the work.

2.7 REFERENCE TO PROPRIETARY PRODUCTS

Where references to proprietary products appear in the Specifications or Drawings, it is for the purpose of establishing an acceptable standard of equality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must include descriptive literature, specifications, test reports, or samples, as appropriate, to enable the Engineer to determine the acceptability of the product proposed for substitution. No substitute product shall be used on the work until written approval has been received from the Engineer.

2.8 SPECIFICATION AND DRAWINGS FURNISHED TO THE CONTRACTOR

The Owner shall furnish the Contractor 5 sets of Specifications, together with reduced drawings (if any) and 5 sets of full-scale Drawings. Additional quantities of Specifications and Drawings will be furnished at reproduction cost.
SECTION 3 - ENGINEER-CONTRACTOR RELATIONS

3.1 ENGINEER'S AUTHORITY

(a) The Engineer will decide all questions which may arise as to the quality and acceptability of materials and equipment furnished, work performed, rate of progress of the work, interpretation of the Specifications and Drawings, and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) Any difference which may arise between the Contractor and any other contractors also under the surveillance of the Engineer will be arbitrated by the Engineer; however, the Engineer will not arbitrate disputes between the Contractor and his subcontractors.

3.2 ARBITRATION

Any controversy or claim arising out of or relating to this Contract which cannot be resolved by mutual agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

3.3 RIGHT-OF-WAY

(a) Lands or right-of-ways for the work to be constructed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Specifications or Drawings shall be interpreted as giving the Contractor exclusive occupancy of the lands or right-of-ways provided. Any additional lands or right-of-ways required for construction operations shall be provided by the Contractor at his own expense.

(b) Except as may otherwise be provided, the Contractor shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon right-of-ways, and present evidence to the owner that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of this Contract, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation.

(c) The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the right-of-ways involved until notified that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. The Contractor shall not be
entitled to any extension of time or extra compensation on account of any postponement, interference, or delay caused by any such pipeline, transmission line, fence, or structure being on the line of the work except as provided in Section 3.04.

3.4 CONSTRUCTION INTERFERENCES

(a) As used in this section, the word "Utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. As used in this Section, the term "Service Connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire, cable or duct, including meter, between a utility distribution line and an individual customer, or customers when served by a single service connection. As used in this Section, the term "Construction Interference" shall be understood to include any utility or service connection within the limits of excavation or over excavation required for the work under the Contract as shown or as ordered by the Engineer, or any utility or service connection located in the space which will be required by any of the work under this Contract.

(b) In the event any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the Engineer and following notification to the Owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. The Contractor’s responsibility under this Section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling. The Owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

(c) During the performance of the work under this Contract, the Owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work for the purpose of maintaining service and of making changes in or repairs to said utility.

(d) The Drawings show the approximate positions of known utilities in the immediate vicinity of the work, but the City does not guarantee that all existing utilities are shown. Service connections normally are not shown on the Drawings. The Contractor, before commencing any excavation, shall ascertain from records or otherwise, the existence, horizontal and vertical position, and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work which is not shown on the Drawings, he shall immediately notify the Engineer of the existence of same. The City will not be liable for any consequences arising as a result of a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.
"-Notwithstanding any provisions to the contrary contained in Section 4215 of the California Government Code, the provisions of which are hereby waived by the Contractor."

(e) All costs involved in removing, relocating, protecting supporting, repairing, maintaining or replacing a main trunkline or utility facility which actually constitutes a construction interference, when said utility is not shown with reasonable accuracy as an interference or is omitted from the Drawings, will be paid for by the Owner as extra work. In such case, the Owner will also compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The Owner's obligation to repair damage to such a facility and to compensate the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

(f) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in Subsection (e) herein shall be borne by the Contractor.

(g) The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance and replacement.

(h) The City reserves the right, upon the determination of the actual position of existing utilities, and service connections, to make changes in alignment or grade of the Owner's pipelines when, by so doing, the necessity for relocation of existing utilities or services connections will be avoided. Such changes will be ordered in writing by the Engineer. Where applicable, adjustment in the Contract price will be on the basis of the unit prices stated in the Bidding Schedule. Where unit prices in the Bidding Schedule are not applicable, adjustment in Contract price will be in accordance with Section 5.02.

3.5 LINES AND GRADES

(a) Lines and Grades shall be provided by the Owner to the extent specified in Special Provisions.

(b) The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by his employees, he shall be liable for the cost of their replacement.

3.6 LEGAL ADDRESS OF CONTRACTOR

The address given in the form entitled "INFORMATION REQUIRED OF BIDDER" is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter, or other
communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by written notice signed by the Contractor and delivered to the Engineer.

3.7 CONTRACTOR’S SUPERINTENDENCE

A qualified superintendent, acceptable to the Engineer, shall superintend the work and shall provide competent supervision of the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given by the Engineer to the superintendent shall be considered given to the Contractor. If the superintendent is not present on a part of the work where the Engineer desires to give instructions, such instructions may be given by the Engineer to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Engineer to the superintendent or to a foreman, when they concern items of substantial importance, will be confirmed in writing. All instructions within the Engineer's authority as specified in Section 3.01. All as provided for in this Subsection of the Standard Specifications except the Contractor shall submit a phone number or numbers where he or his representative may be contacted 24 hours a day, 7 days a week in the event of an emergency.

3.8 PROTESTS

If the Contractor considered any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction, or decision of the Engineer or of any inspector to be unfair, he shall, immediately upon receipt of such order, instruction, or decision, ask for a written confirmation of the same, whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision satisfactory; but, unless the Contractor finds such order, instruction, or decision satisfactory, he shall within 10 days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all round for protests or objections to the orders, instructions, or decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the orders, instructions and decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the orders, instructions and decisions of the Engineer will be limited to matters properly falling within the Engineer's authority as specified in Section 3.01.

3.9 INSPECTION AND TESTING

(a) All materials furnished and all work performed under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications and Drawings in regard to quality to materials, workmanship, and diligent execution of the Contract. Such inspection may include mill, plant, shop or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated, and he shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.

E-10
(b) Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the Engineer, shall, upon the order of the Engineer be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

(c) Except as otherwise provided herein, the cost of inspection will be paid by the Owner. All inspection fees imposed by agencies other than the Owner shall be paid by the Contractor.

(d) The Engineer will make, or have made, such tests as he deems necessary to insure that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the Owner. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting.

3.10 ASSIGNMENT FORBIDDEN

(a) The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, or his obligations thereunder, without the written consent of the Owner.

(b) If the Contractor violates the provisions of Subsection 3.10 (a), the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor, and to his assignee or transferee, growing out of such termination.

3.11 SUBCONTRACTS

(a) In the Owner's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The resubletting of the work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform.

(b) A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the Subcontractor and the terms and conditions of each subcontract), shall be filed promptly upon the Owner's request. Each subcontract shall contain a reference to the Agreement.
between the Owner and the Contractor, and the terms of that Agreement covered thereby. Each subcontract shall provide for annulment of the same by the Contractor upon written order of the Engineer, if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work.

(c) The Contractor shall be responsible to the Owner for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the Owner or relieve the Contractor of any liability or obligation under the prime Contract.

3.12 SUSPENSION OF WORK

(a) The Owner may, by written notice to the Contractor, suspend the work, in whole or in part, for such period or periods as he may deem necessary, due to unsuitable weather, delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 10 days of receipt from the Owner of written notice to proceed.

(b) The Contractor shall have no claim for damages alleged to have been suffered by reason of any suspension of the work without termination of the Contract, and he shall receive no additional compensation because of any such suspension.
3.13  TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

The Owner may terminate the Contract upon 10 days written notice to the Contractor, if it is found that reasons beyond the control of either the Owner of Contractor make it impossible or against the Owner's interests to complete the work. In such a case, the Contractor shall have no claims against the Owner except (1) for the value of work performed up to the date the Contract is terminated, and (2) for the cost of materials and equipment on hand, in transit or on definite commitment, as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Specifications. The value of the work performed and the cost of the materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the making of the final estimate and payment as described in Section 5.08.

3.14  TERMINATION OF CONTRACT BY OWNER (CONTRACTOR AT FAULT)

(a) The Owner may terminate the Contract upon 10 days written notice to the Contractor in the event of any default by the Contractor. It shall be considered a default by the Contractor whenever he shall (1) declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors; (2) disregard or violate important provisions of the Contract documents or Engineer's instructions, or fail to prosecute the work according to the approved progress schedule; or (3) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Specifications and Drawings.

(b) In the event the Contract is terminated in accordance with Subsection 3.14(a), the Owner may take possession of the work and of all materials, tools, equipment, and property of the Contractor, which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the Contract balance and the work completed in accordance with the Drawings and Specifications. If such cost exceeds the balance which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which could have been due, the Contractor shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractors' sureties for any expense properly incurred for materials, tools, equipment, property, and labor, devoted to the prosecution of the work, of which the Owner shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.15  TERMINATION OF CONTRACT BY CONTRACTOR
The Contractor may terminate the Contract upon 10 days written notice to the Owner, whenever (1) the entire work has been suspended in accordance with Section 3.12, for 60 consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or (2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claim against the Owner except for those claims specifically enumerated in Section 3.13.

3.16 FAILURE TO COMPLY

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Owner, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.17 CONTRACT TIME OF COMPLETION

The Contractor shall complete the construction of the work to the satisfaction of the Owner, in accordance with the Standard Specifications and the Special Conditions. A "Notice to Proceed" will be issued by the Owner, the date of which shall commence the Contract time. The allotted time for this project is as follows:

All work shall be performed on a Friday and Saturday, if more than one day is needed, from 7:30am – 6:00pm.

SECTION 4 - MATERIALS AND WORKMANSHIP

4.1 SAFEGUARDING OF EQUIPMENT, MATERIALS AND WORK

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

4.2 NEW MATERIALS AND EQUIPMENT

Unless otherwise specified, shown, or permitted by the Engineer, all materials and equipment incorporated in the work shall be new and current manufacture. The Engineer may request the Contractor to furnish manufacturer's certificates to this effect.

4.3 CONTRACTOR'S UTILITIES

The Contractor shall provide his own water, telephone, and all electric power required in performance of the work under the Contract, and shall pay all installation charges and monthly
bills in connection therewith.

4.4 TITLE TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from the excavation and from other operations connected with the work. Unless otherwise specified in the Special Provisions, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the work, without charges, any such materials which meet the requirements of the Special Provisions and Drawings.

4.5 DEFINITIVE EQUIPMENT, MATERIALS OR WORK

(a) Inspection of the work shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not in compliance with the requirements of the Contract up to the end of the maintenance and guarantee period.

(b) Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Engineer as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

(c) If the Contractor shall fail to repair or replace unsatisfactory equipment, materials, or work, or to remove unsatisfactory equipment or materials from the job site, within 10 calendar days after being ordered to do so by the Engineer, the Engineer, acting on behalf of the City, may make the ordered repairs or remove the condemned equipment or materials and the City will deduct the cost thereof from any monies due or to become due the Contractor.

4.6 SOUND CONTROL REQUIREMENTS

4.7 RUBBISH CONTROL

During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition, and free from any accumulation of rubbish.

4.8 DUST CONTROL

The Contractor shall at all times conduct his work so as to avoid unnecessary dust. He shall provide adequate equipment and water as determined by the Engineer to be necessary for accomplishment of this objective.
4.9 CHARACTER OF WORKMEN

None but skilled workmen shall be employed on work requiring special qualifications. When required in writing by the Engineer, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, disorderly, or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the City or any of his agents.

SECTION 5 - PROGRESS AND PAYMENT

5.1 BREAKDOWN OF CONTRACT PRICE

Prior to commencement of the work, if requested by the Engineer, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices, and any other information required, in sufficient detail, to enable it to be used by the Engineer in preparing the monthly progress estimates. The Contractor shall use the price breakdown form bound with Specifications if one is included.

5.2 CHANGE ORDERS

(a) The City may, as the need arises, order changes in the work through additions, deletions, or modifications, without invalidating the Contract. Such changes will be effected through written change orders delivered to the Contractor, describing the change required in the work, together with any adjustment in Contract price or time of completion as hereinafter provided. No such change shall constitute the basis of claims for damage or anticipated profits; however, the City will make reasonable allowance for the value of any work materials or equipment furnished and subsequently rendered useless because of such change. Any adjustment in Contract price resulting from a change order will be considered in computing subsequent monthly payments due the Contractor. Any work performed in accordance with a change order shall be subject to all provisions of the original Contract, and the Contractor's sureties shall be bound thereby to the same degree as under the original Contract.

(b) No labor cost for move in and out of minimum charges, other than the hourly rate, shall be allowed for persons available from the force already on the job site. Only the foreman directly supervising the job shall be included in the labor charges. Labor rates for delays will be the actual costs. Labor rates for extra work will be taken from the rates published periodically by the California Department of Transportation.

Equipment rental rates for delays and for extra work will be taken from the rates published periodically by the California Department of Transportation. Move in and out or minimum charges other than the hourly rate, shall not apply to equipment available from the force already on the job site. Right-of-way delay factors shown on the Equipment Rental Rates do not apply. Copies of the prevailing Equipment Rental Rates are available from the:
(c) Any adjustment in Contract price shall be based on unit price bid on the work, where such bid items are applicable.

(d) If the original bid prices are not applicable, the adjustment in Contract price shall be based on a lump sum or unit price agreed upon by the City and the Contractor prior to executing the change order.

(e) If the original bid prices are not applicable and the City and Contractor are unable to agree upon a lump sum or unit price prior to executing the change order, the adjustment in Contract price shall be made on a cost-plus basis. In such an event, the following items will be included as the direct costs:

- Materials and supplies
- Labor (including foremen's wages)
- Workmen's Compensation Insurance
- Unemployment insurance contributions paid to the State
- Social Security Taxes paid to the Federal Government
- Labor union health and welfare, pension, vacation-holiday, and apprenticeship fund contributions
- Reasonable value for use of equipment for actual time of use

In addition to the direct costs enumerated above, the City will pay to the Contractor for said extra work a percentage of said direct costs to compensate for the following profit and overhead items:

- Profit
- General expenses
- All insurance except Workmen's Compensation Insurance
- Excise taxes
- Property taxes
- License and inspection fees
- Bond premiums
- All other items of expense not specifically enumerated above

Said percentage will be 15 percent of said direct costs provided the Contractor actually performs said extra work himself. In the event said extra work is performed by a Subcontractor, the percentage paid to the Contractor will be 20 percent of said Subcontractor's direct costs. Said percent will include allowance for profit and overhead costs for both the Contractor and Subcontractor. In the event said extra work is performed through more than one Subcontractor in succession, said
percentage will not exceed 25 percent.

(f) When work is being performed on a cost-plus basis, the Contractor shall submit written reports as directed by the City, showing all items of direct cost, as defined in Subsection 5.02 (e), which enter into the work. If required by the City, the Contractor shall furnish books, vouchers, invoices, and other records to substantiate the direct cost items listed in said reports.

5.3 OVERTIME

Except as otherwise provided in this Section, the Contractor shall receive no additional compensation for overtime work even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Engineer and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

5.04 EXTENSION OF TIME

(a) The Contractor may be entitled to an extension of Contract time (1) if the work has been suspended by the City, in whole or in part; or (2) Where weather or other circumstances occur which delay progress and which are clearly beyond the control of the Contractor; provided that, in either case, the Contractor is not at fault and is not negligent under the terms of the Contract. The extension of time allowed shall be as determined by the City.

(b) To receive consideration, a request for extension of time must be made in writing to the City stating the reason for said request, and such request must be received by the City within 10 days following the end of the delay-causing condition.

5.5 LIQUIDATED DAMAGES

(a) The Contractor shall pay to the City the amount of two hundred and fifty dollars per day, not as a penalty but as liquidated damages, if he fails to complete the work within the time agreed upon. The period for which said damages shall be paid shall be the number of calendar days from the date of termination of any extension of time approved by the City. The City may deduct the amount of said damages from any monies due or to become due the Contractor.

(b) The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty fixing and ascertaining the actual damages the City would sustain; and said amount is agreed to be the amount of damages which the City would sustain.

(c) The Contractor will not be assessed liquidated damages for delay in completion of
the project, which such a delay was caused by the failure of the City or the Owner of a utility to provide for removal or relocation of an existing unknown utility facility.

5.6 PROGRESS SCHEDULES

Within 10 days after award of the Contract, or at such times as may be required by the City, the Contractor shall submit progress schedules showing the order in which he proposed to carry on the work and the dates when the various parts will begin and be completed. Progress schedules shall be subject to the approval of the City and if in his opinion a schedule submitted is inadequate to secure the completion of the work in the time agreed upon, or is otherwise not in accordance with the Specifications, he may require the Contractor to submit a new schedule which will insure timely completion of the work.

5.7 MONTHLY ESTIMATES AND PAYMENTS

(a) On or about the 25th day of each month, the Engineer shall prepare and transmit to the City, an estimate of the cumulative amount and value of work performed by the Contractor up to that date. Except as may otherwise be provided in the Special Provisions, said amount will include 80 percent of the value of all acceptable materials and equipment delivered to the site of the work. Said value will be based on certified copies of invoices delivered by the Contractor and Engineer. To this figure will be added all amounts due or paid the Contractor for performance of extra work in accordance with change orders. From the total computed above, a deduction of 10 percent will be made. Further deductions will be made for: (1) amounts due the City for equipment or materials furnished or services rendered; (2) amounts due the City under the terms of the Contract; (3) amounts of any claims of lien filed with the City in accordance with Section 6.05; and (4) amounts required to be deducted by Federal, State, or local governmental authority. From the balance thus determined will be deducted the amount of all previous payments and the remainder shall constitute the partial payment due the Contractor.

(b) The City’s estimate of the partial payment due the Contractor will not be required to be made by strict measurement, and an approximate estimate will suffice. The partial payments may be withheld or reduced if in the City’s opinion, the Contractor is not diligently or efficiently endeavoring to comply with the intent of the Contract, or if the Contractor fails to pay his labor and material bills as they become due.

(c) Contractor shall furnish the City promptly, upon request, all information and records necessary to determine the cost of the work for purposes of estimating partial payments, including an itemized statement, in a form satisfactory to the City, of the actual cost of all acceptable materials delivered by the Contractor to the site.

(d) No partial payment shall be construed as an acceptance of the work or of any portion of the work, nor shall the making of such payment preclude the City from demanding the recovering from the Contractor such damages as it may sustain by reason of the Contractor’s failure to comply with requirements of the Contract.
(e) In the event the Contract is terminated, any funds due the Contractor and retained by the City in accordance with Subsection 5.07 shall become the property of the City to the extent necessary to repay to the City any excess in the Contract price above the cost of the work completed at the time of termination. After issuance of notice of discontinued work, no further payments will be made to the Contractor for the work covered by the notice until completion of the work and final settlement has been made.

(f) Securities may be substituted by the Contractor for monies withheld as a retention by the City to insure the performance of the work described in the Contract agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or Federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

5.08 FINAL ESTIMATE AND PAYMENT

(a) When the City is of the opinion that the Contractor has completely performed all work required under the Contract, he will submit to the Contractor a draft of the final estimate. The Contractor will be expected to submit his written approval of said final estimate within 5 calendar days after receipt or, in the event the Contractor disagrees with said final estimate, he shall, within said 5-day period, file a written statement of all claims which he intends to present. If the Contractor delays more than 5 calendar days in approving said final estimate or in presenting his own claims, the time for the final payment shall be extended by the period of such delay.

(b) Upon receipt by the City of the Contractor’s written approval of said final estimate in accordance with Subsection 5.08(a), the City will certify physical completion of the work.

(c) After acceptance of the work by the City and 35 calendar days after filing of the Notice of Completion, the City will pay to the Contractor the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract. In the event acceptance of the work is delayed more than 30 calendar days beyond the date of the last partial payment under the Contract, the City will make further partial payment in accordance with Section 5.07.

(d) If the Contractor disagrees with the City's final estimate and files a written statement of his claims in accordance with Subsection 5.08(a), the City will issue, as a semi-final estimate, the proposed estimate submitted to the Contractor, and
the City will make payment estimate submitted to the Contractor, in accordance
with the provisions of Subsection 5.08(c). The City then will investigate the
Contractor's claims, make any revisions to said semi-final estimate as he
appropriate. The City then will make final payment to the Contractor in accordance
with the provisions of Subsection 5.08(c).

5.09 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

The acceptance by the Contractor of the final payment referred to in Subsection 5.08(c) shall be
a release of the City and its agents from all claims of and liability to the Contractor for anything
done or furnished for, or relating to, the work or for any act or neglect of the City or of any person
relating or affecting the work, except claims against the City for the remainder, if any, of the
amounts kept or retained under the provisions of Section 6.05.
SECTION 6 - BONDS, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

6.1 FAITHFUL PERFORMANCE BOND

Each bond which is written by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company.

The Contractor shall secure with a corporate surety or sureties satisfactory to the City, a bond in the amount of 100 percent of the total Bid Amount to guarantee faithful performance of the Contract. The amount of this Faithful Performance Bond shall be reduced to 50% of the Contract amount or $500.00 whichever is greater and shall remain in full force and effect for one year from the date of the Final Notice of Completion to assure and guarantee against any defective materials furnished in the performance of the Contract.

6.2 LABOR AND MATERIAL BOND

The Contractor shall secure with a corporate surety or sureties satisfactory to the City, a bond in the amount of 100 percent of the total Bid Amount to guarantee payment of claims of laborers and material-men under the Contract.

6.3 ADDITIONAL SURETY

If, during the life of the Faithful Performance Bond, any of the sureties named in said bond become insufficient in the opinion of the City, he may require the Contractor to furnish additional sufficient sureties within 5 days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the City may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.4 CONTRACTOR INDEBTEDNESS

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract and the Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

6.5 UNPAID CLAIMS

If, upon or before the completion of the work, or at any time prior to expiration of the period within which claims of lien may be filed of record, any person claiming to have performed any labor or to have furnished any materials, supplies, or services toward the performance of this Contract, or to have agreed to do so, shall file with the City a verified statement of such claim stating in general terms the kind of labor and materials, the value of same, and the name of the
person to or for whom the same was furnished, together with a statement that the same has not been paid; or if any person shall bring against the City or any of its agents. Any action to enforce such claim the City will, until the action is settled, withhold from monies due the Contractor an amount sufficient to satisfy the decision of the court together with costs.

6.6 INSURANCE

(a) General - The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. All insurance required under this Section shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the City.

(b) Worker’s Compensation Insurance - The Contractor shall procure and maintain Workmen’s Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet to the Contractor shall require the subcontractor similarly to provide Workman’s Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor’s Workmen’s Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer’s liability insurance for the protection of such of his employees as are not otherwise protected.

(c) Contractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance - The Contractor shall procure and maintain Contractor’s Liability Insurance in the amounts specified herein.

(d) Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance - The Contractor shall either (1) require each of his subcontractors to procure and to maintain Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Provisions or, (2) insure the activities of his subcontractors in his own policy, in like amount.

(e) Builder’s Risk Insurance (Fire and Extended Coverage) - The Contractor shall procure and maintain Builder’s Risk Insurance (All Risk Coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor and subcontractors as their interests may appear.
(f) Scope of Insurance - The insurance required under Subsections (c) and (d) hereof shall provide adequate protection for the Contractor and his subcontractor's respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. In addition, the insurance required under subsections (c), (d) and (e) hereof shall name the City and Engineer, and their officers, agents and employees, as "additional insured" under the policies. The insurance coverage should contain the following provisions: "Solely as respects work done by and on behalf of the named insured for the City of Grand Terrace, it is agreed that the City of Grand Terrace, is added as an additional insured under this policy. It is further agreed that the other insurance conditions of the policy are amended to conform therewith."

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration, material alteration, or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered or certified mail not less than 30 days before expiration, material alteration or cancellation is effective.

All liability insurance shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Bodily injury (including death) $1,000,00 each person, $1,000,000 each occurrence

Property Damage $500,000 each occurrence, $1,000,000 aggregate

Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work occasioned by the above causes and he shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

(g) Proof of Insurance - The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be cancelled or materially altered, except after 30 days written notice has been received by the City."

6.7 NO PERSONAL LIABILITY
The Contractor shall indemnify and save harmless the City, its officers, agents, and employees, against and from all claims and personal liability arising under or by reason of the Contract or any performance of the work.

6.8 DIR REQUIREMENTS

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform pubic work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors and subcontractors must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance officer.

6.9 PERMITS AND LICENSES

Unless otherwise provided in the Special Provisions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

No work shall be started within the street right-of-way or on City property until the Contractor has obtained the necessary permits. The Contractor shall obtain and pay for all permits and fees and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety. Fees will not be collected on those permits obtained from the City Engineer’s Office.

For work on private property where shown on the plans, the City will provide rights of entry at no cost to the Contractor. Such rights of entry do not relieve the Contractor of the need to provide at his cost, permits and insurance required of the Contractor by other agencies and organizations.

The Contractor shall obtain and pay for all costs incurred for licenses necessitated by his operations. Prior to starting any work, the Contractor shall be required to have a City Business License valid for the life of the Contract; his subcontractors shall also have Business Licenses valid for the time they are engaged in work.

6.10 SALES AND USE TAXES
The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.11 PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the City and its officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

6.12 Reserved

6.13 PUBLIC SAFETY AND CONVENIENCE - Please refer to Special Provisions

For convenience to the Contractor to comply with the other provisions of this section, the following telephone numbers are listed.

- Fire Department: 909-825-0221
- Sheriff Department: 909-824-0680
- Courtesy Ambulance Service: 909-884-3155
- RTA: 909-682-1234
- Colton Unified School District: 909-976-4110

If the above telephone numbers are changed, the Contractor is not relieved of his responsibility of notifying the various departments.

6.14 SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements of local and State health departments.

6.15 FEDERAL SAFETY AND HEALTH REGULATIONS

(a) Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29, C.F.R.

(b) Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29. C.F.R.
SECTION 7 - STATE OF CALIFORNIA REQUIREMENTS

7.1 WAGES

(a) Pursuant to the provisions of the California Labor Code, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the said work is performed, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work in each craft or type of workmen needed to execute the work contemplated under the Contract, shall be paid to all workmen on and in connection with said work by the Contractor and by any subcontractor doing or contracting to do any part of said work. The Contractor shall, as a penalty to the City, forfeit $25.00 for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates of such work or craft in which such workman is employed, whether paid by the Contractor or by any subcontractors under him. The Contractor agrees to comply with the provisions of Sections 1775 and 1776 of the California Labor Code. The Contractor is also required to post the applicable prevailing wage rates at the jobsite.

Pursuant to 1773.2, the Contractor shall refer to the wage schedule on file at the City Clerk's Office at 22795 Barton Road, Grand Terrace, California, 92313.

(b) The Contractor and the subcontractors shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276a-5) and the implementation regulations issued pursuant thereto (29 CFR Section 1.5) and any amendments thereof.

(c) The issuance, as payment for wages, of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount.

(d) In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to his employees.

7.2 PAYROLL RECORDS

Contractor shall provide the City with certified copies of payroll records upon demand, and within 24 hours of such demand.

7.3 APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with all applicable provisions of Sections 1775.5 of the California Labor Code relating to employment of apprentices on public works.
7.4 WORKING HOURS

(a) The Contractor shall comply with Chapter 8.108 G.T.M.C. restricting work between the hours of eight p.m. and seven a.m. weekdays, including Saturday or at any time on Sunday or a National Holiday.

(b) The Contractor shall comply with all applicable provisions of Sections 1810 to 1817, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as penalty to the City, forfeit $25.00 for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the above-mentioned Sections of the California Labor Code.

7.5 PROTECTION OF WORKERS IN TRENCH EXCAVATION

Contractor shall comply with all of the requirements of California Division of Industrial Safety. The protection of workers must meet the requirements of Construction Safety Orders.

7.6 CONTRACTOR NOT RESPONSIBLE FOR DAMAGES RESULTING FROM CERTAIN ACTS OF GOD

As provided in Sections 4150 and 4152, inclusive, of the California Government code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God in excess of five percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the attached plans and specifications. The Contractor shall obtain insurance to indemnify the City for any damage to the work caused by an Act of God if the premium for said insurance coverage is not called for as a separate bid item in the Bidding Schedule for the work.

For the purpose of this Section, the term "Acts of God" shall include only the following occurrences or conditions and effect; earthquakes in excess of a magnitude of 3.5 on the Richter Scale.

7.7 NOTICE OF COMPLETION

As required by the Civil Code, and within ten calendar days after date of acceptance of the work by the City's governing body, the City will file, in the County Recorder's Office, a Notice of Completion of the work.

7.8 CONCRETE FORMS, FALSEWORK AND SHORING

The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations,
regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a registered civil engineer in the State of California to approve design calculation and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes.
PART 3
CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.2 Preservation of Property.

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified/relocated, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be replaced with grass sod in kind. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.