

**CITY OF COACHELLA
PUBLIC WORKS DEPARTMENT**

CITY HALL FOUNTAIN RECONSTRUCTION PROJECT NO. 102820

BID AND CONTRACT DOCUMENTS

TABLE OF CONTENTS

	<u>Page No.</u>
NOTICE INVITING BIDS.....	1
INSTRUCTIONS TO BIDDERS	3
BID FORM	14
CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION.....	16
BID BOND	17
DESIGNATION OF SUBCONTRACTORS	19
INFORMATION REQUIRED OF BIDDERS	20
NON-COLLUSION AFFIDAVIT	27
CONTRACT	28
PERFORMANCE BOND.....	45
PAYMENT BOND (LABOR AND MATERIALS)	49
GENERAL CONDITIONS	51
SPECIAL CONDITIONS.....	i

CITY OF COACHELLA
NOTICE INVITING BIDS

City Hall Fountain Reconstruction Project

No. 102820

October 28, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City of Coachella, as AGENCY invites sealed proposals for the above stated project and will receive such proposals at the Coachella Corporate Yard Public Works Department located at 53462 Enterprise Way, Coachella CA 92236; up to the hour of **10:00 am, the 30th day of November, 2020.**

Proposals must be prepared on the approved proposal forms in conformance with the Instructions to Proposers and submitted in a sealed envelope plainly marked on the outside **“SEALED City Hall Fountain Reconstruction PROJECT DO NOT OPEN WITH REGULAR MAIL.”**

Bidders may obtain a copy of the Specifications and Contract Documents from the City of Coachella Website at www.coachella.org, and from the Public Works Department.

Bids must be accompanied by a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

The work to be done consists of furnishing all materials equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above stated project.

This contract will be for a sixty-day (60) period after notice to proceed. Work will commence one day after notice to proceed is given.

A mandatory Pre-Bid Meeting will be held at City Hall located at 1515 Sixth Street, Coachella CA 92236 on the following date and time: **Thursday, November 12, 2020 at 10:00 a.m.** Prospective bidders may visit the Project Site without making arrangements through the Public Works Department. Bids will not be accepted from any bidder who did not attend the Pre-Bid Conference.

Requests for clarifications, questions and comments must be clearly labeled, “Written Questions” and addressed to **Maritza Martinez, City of Coachella, Public Works Department**. The City is not responsible for failure to respond to a request that has not been labeled as such. All questions must be emailed to mmartinez@coachella.org and be received no later than **5:00 p.m. on Friday, November 13, 2020.**

NOTICE INVITING BIDS

In accordance with the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages according with standards set forth in Section 1773 for the locality in which the Work is to be performed, Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. A copy of said wage rates can be obtained by accessing the Department of Industrial Relations website at: www.dir.ca.gov/DLSR/statistics_research.html, or by contacting the District Office at 464 West Fourth Street, Room 348, San Bernardino, CA 92401, telephone (909) 383-4334.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, to accept any bid or portion thereof, and to take all proposals under advisement for a period of ninety (90) days.

At the time of contract award, the prime contractor shall possess the appropriate contractor's license. All licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

Questions pertaining to the technical aspects of the contract should be directed to **Maritza Martinez (760) 501-8111 or mmartinez@coachella.org**.

**CITY OF COACHELLA
PUBLIC WORKS DEPARTMENT**

INSTRUCTIONS TO BIDDERS

1. FORM OF PROPOSAL

Proposals must be submitted on all items and schedules included in the Contract Documents. Both at the time of the proposal and at the time of the contract award, the successful Proposer shall hold a valid Contractors License issued by the State of California, as required to perform the work. Additionally, the City reserves the right to reject any or all proposals, to accept any proposal or portion thereof, and to waive any minor irregularity. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Proposer to whom the award is contemplated.

Selection as the most responsive, responsible, proposer does not guarantee the award of the contract. The award of the contract must be approved by the City Council and executed by the City Manager.

No proposer may withdraw his/her proposal for a period of thirty (30) days after the time set for opening thereof. However, the City will return all proposal sureties within ten (10) days after the award of the contract or rejection of the proposals, as the case may be, to the respective proposer's whose proposals they accompany.

The award of the contract, if it be awarded, will be to the most responsible responsive proposer whose proposal complies with all the requirements described. The award, if made, will be made within thirty days.

2. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain a copy on the city website www.coachella.org. or by appointment at 53462 Enterprise Way, Coachella CA 92236.

3. EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INSTRUCTIONS TO BIDDERS

4. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the attention of Maritza Martinez, Public Works Director, by email at mmartinez@coachella.org.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and made available on the city website at www.coachella.org. The City will not be responsible for any explanations or interpretations provided in any other manner. Should a Bidder require clarifications, the Bidder shall notify the City in writing.

City shall issue a written addendum clarifying the matter which will be posted on the City of Coachella website <http://www.coachella.org/>. With the exception of oral questions asked at any Pre-Bid Meeting, all questions, clarifications or comments shall be put in writing and must be received by the City no later than **November 13, 2020 at 5pm**. The City will accept requests for clarifications, questions and comments in the following manner: via email to mmartinez@coachella.org clearly addressed in the subject line as follows:

‘Written Questions’

The City is not responsible for failure to respond to a request that has not been labeled as such. Inquiries received after **5pm on November 13, 2020** will not be accepted. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

5. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

6. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on **Thursday, November 12, 2020 at 10am at City Hall (1515 Sixth Street, Coachella)**. The pre-proposal conference will consist of a review of the RFP document, including but not limited to the general and specific terms & conditions, the contract-agreement, and RFP submittal requirements. Preliminary project questions will be responded to at this time. Contractors wishing to submit a proposal for this project are required to attend the entire meeting. **Late arrivals will be denied entrance to this meeting.**

7. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Copies of Addenda will be published on the city website. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

Responses from the City to substantive questions will be communicated in writing to all Mandatory Pre-Bid Meeting attendees by way of Addendum postings on the City's website, no later than 72 hours prior to Bid Due date and Time. It is the responsibility of the bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. CONTRACT TERM

The term of the contract will be for a Thirty Days from the date the Notice to Proceed is issued.

10. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price. No additional time will be provided to

INSTRUCTIONS TO BIDDERS

bidders to submit any of the requested information in the Designation of Subcontractor form.

11. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

12. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

13. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) a certified check made payable to the City; (b) a cashier's check made payable to the City; or (c) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

14. SUBMISSION OF SEALED BIDS

Bids may be delivered in person or by other delivery methods. It is the sole responsibility of bidders to ensure that their bids are received at the time and place indicated in the RFP. Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.

An original and three (3) copies of the proposal shall be submitted for consideration no later than 10 a.m. on November 30, 2020. The proposal shall be submitted and delivered to the below address:

City of Coachella
Public Works Department
53462 Enterprise Way
Coachella, CA 92236

No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City.

15. DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

16. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

17. BASIS OF AWARD

The City will award a contract to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder's Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

The quality, availability and suitability of the supplies, equipment or services to the particular use required.

The ability, capacity and skill of the bidder to perform the service required.

Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

Qualifications, background, and prior experience of the firm in performing services for similar projects.

Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.

Overall project design and methodology.

The responsiveness of this RFP to the tasks to be performed.

The timeliness and speed with which the Bidder can complete the scope of work.

The comprehensiveness and rationale of the project work plan.

Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.

An evaluation of the approach and related costs.

Evaluation Criteria

CONTRACTOR/FIRM NAME:

INSTRUCTIONS TO BIDDERS

Criteria	Max Points	Rating
Work Plan	20	
Experience Providing Services to Municipalities	20	
Qualifications of Staff	20	
Capacity to complete work on schedule	20	
Proposal Completeness	10	
Demonstrated Technical Ability	10	
Total	100	

18. PROPOSALS

Proposals are required for the entire work. The amount of the proposal for comparison purposes will be the total of all items. In case of discrepancy between the written price and numerical price the written price will prevail.

The evaluation of proposals and award of contract shall be based solely on the final decision of the City. The City reserves the right to award the contract on either of the schedules or any combination of individual unit items identified within the proposal for the firm whose proposal is determined to be in the best interests of the City.

19. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

20. INSURANCE REQUIREMENTS

The Contractor shall maintain throughout the duration of the term of the awarded contract, liability insurance covering the Contractor and designating the City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping

INSTRUCTIONS TO BIDDERS

with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

Professional Liability Insurance (applies only to professional service contract):

a. General Aggregate \$2,000,000

General Liability:

General Aggregate	\$2,000,000
Products Comp/Op Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

The Contractor shall provide thirty (30) days advance notice to the City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to the City thirty (30) days prior to the effective date of the awarded contract. Refusal to submit such certificates shall constitute a material breach of the awarded contract entitling the City to any and all remedies at law or in equity, including termination of the awarded contract. If proof of insurance required under the awarded contract is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right but not the duty to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor. Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by the City. The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies. The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

21. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; (3) the required insurance certificates and endorsements and (4) City Business

INSTRUCTIONS TO BIDDERS

License. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

22. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City’s Public Works Director. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City’s Public Works Director, or other designated City staff member, shall review the basis of the protest and all relevant information. The Public Works Director will provide a written decision to the protestor. The protestor may then appeal the decision of the Public Works Director to the City Manager.

23. WORKERS COMPENSATION

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

24. PREVAILING WAGES

Contractors are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations website at http://www.dir.ca.gov/dlsr/statistics_research.html.

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

27. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

29. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

INSTRUCTIONS TO BIDDERS

END OF INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

City Hall Fountain Reconstruction Project No. 102820

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

Item	Description	Unit	Unit Price \$
1	Demo the interior area on the fountain base	LS	\$
2	Rebar the new bowl	LS	\$
3	Install the new fountain bowl	LS	\$
4	Install electrical conduit for lighting and light box	LS	\$
5	Install four light changing lights	LS	\$
6	Replumb the piping and seal piping for existing water feature	LS	\$
7	Reinstall water feature	LS	\$
8	Apply Thoroseal base area, edges	LS	\$
9	Perform a pressure test on the plumbing for leaks	LS	\$
10	Replace the return cover	LS	\$
11	Mobilization (Prep) & Cleanup	LS	\$

GRAND TOTAL BID:

\$ _____
 Total Bid Price for all above items in Numbers

\$ _____
 Total Bid Price for all above items in Written Form

BID SCHEDULE

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Bid Documents and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

Attached is the fully executed Non-Collusion Affidavit form.

Attached is the completed Designation of Subcontractors form.

Attached is the completed Bidder Information Form.

Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Coachella, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for City Hall Fountain Reconstruction Project No. 102820.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Place Notary Seal Above

Signature of Notary Public

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF CONTRACTOR

A. INFORMATION ABOUT CONTRACTOR

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture. Attach additional sheets as necessary to provide complete responses.

1.0 Name of Contractor: _____

2.0 Type, if Entity: _____

3.0 Company Address: _____

Facsimile Number

Telephone Number

4.0 License Number/Classification/Name Style: _____

4.1 License Expiration Date: _____

4.2 Current License Status: _____

4.3 Prior actions against this license? If yes, list citation type and how resolved: _____.

5.0 How many years has Bidder’s organization been in business under its present name and license number? _____

5.1 Under what other or former names has Bidder’s organization operated?: _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

INFORMATION REQUIRED OF BIDDERS

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

INFORMATION REQUIRED OF BIDDERS

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:

17.0 Company's Federal Identification No.: _____

18.0 Number of years company has provided pool and fountain construction services:

19.0 Total of current fountain/pool construction contracts: # _____

19.1 Percentage of total contracts with public agencies: _____

19.2 Total dollar value of pool/fountain construction contracts: _____

19.3 Number of employees committed to pool/fountain construction operations:

(Use fully burdened rate(i.e., taxes, insurance, benefits, OH&P); this is a prevailing wage project.)

a) Supervisors: _____ Average Salary Range: \$ _____

b) Technicians: _____ Average Wage Scale: \$ _____/Hr.

INFORMATION REQUIRED OF BIDDERS

c) Foreman: _____ Average Wage Scale: \$ _____/Hr.

d) Laborers: _____ Average Wage Scale: \$ _____/Hr.

19.4 Type and number of vehicles, heavy equipment committed to pool/fountain construction operations:

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

Type: _____ Number: _____

20.0 References

20.1 The proposer must verify acceptable experience of pool/fountain construction, which will enable the City to judge the responsibility, experience, skill, and business/financial standing of the proposer.

List at least three (3) references for public agency (preferred) or property management pool/fountain construction contracts of similar size and scope – current or successfully completed within the last three (3) years. Attach responses on additional sheets at one (1) for each reference. Reference information furnished must include:

- Name and address of agency;
- Name and telephone number of agency/client staff person responsible for administering contract;
- Contract name(s)/number(s);
- Annual contract amount(s);
- Number of fountains constructed per contract(s);
- Location(s) of contract areas;
- Length of contract(s) including start and end dates.

INFORMATION REQUIRED OF BIDDERS

B. LIST OF CURRENT PROJECTS (Backlog)

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project. Please identify a full-time English speaking Site Supervisor, who is capable of communicating with any City representative and be authorized to act on behalf of the firm.

List each person’s job title, and percent of time to be allocated to this project:

Summarize each person’s specialized education/experience:

List each person’s years of pool/fountain construction and fountain maintenance experience relevant to the project:

Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder’s Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

INFORMATION REQUIRED OF BIDDERS

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached bid; 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 association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

CONTRACT

CITY OF COACHELLA City Hall Fountain Reconstruction PROJECT NO. 102820

PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, (hereinafter referred to as “City”) and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond

CONTRACT

Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel

CONTRACT

in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term

of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1

Period of Performance and Liquidated

Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **[***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***** per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees,

agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

CONTRACT

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least

thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the

execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in

connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

CITY:

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: [***INSERT NAME & DEPARTMENT***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the

Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

[NAME OF CONTRACTOR]

By:

By:

Signature

Signature

Name

Name

Title

Title

Attest:

License Number

City Clerk

Recommended By:

Signature

Name

Title

EXHIBIT A
SCOPE OF SERVICES

CONTRACT

EXHIBIT B
SCHEDULE OF SERVICES

**EXHIBIT C
COMPENSATION**

CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) _____ an agreement for City Hall Fountain Reconstruction Project No. 102820 (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations

PERFORMANCE BOND

under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations 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 Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Place Notary Seal Above

Signature of Notary Public

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any

PAYMENT (LABOR AND MATERIALS) BOND

change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a Power of Attorney MUST BE ATTACHED.

GENERAL CONDITIONS

A. AWARD AND EXECUTION OF CONTRACT AGREEMENT

The proposer to whom the award is made shall execute a written agreement with the City. The agreement shall be made in the form adopted by the City, and these General Terms & Conditions shall be incorporated therein by reference.

B. SAFETY

Contractor shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Contractor shall execute and perform the work under this Agreement so as to avoid injury or damage to any person or property. Any and/or all acts or omissions of the Contractor, Contractor's employees, or any person/entity acting under Contractor's direction and control resulting in a failure to adequately protect public health and safety shall result in a **\$100 Performance Deficiency Deduction** per occurrence.

In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including but not limited to:

1. Federal Occupational Safety and Health Act (OSHA), and;
2. California Occupational Safety and Health Act (Cal OSHA), and;
3. California Division of Industrial Safety Orders (CDIS), and;
4. California Department of Food and Agriculture (CDFA) Laws and Regulations, and;
5. California Department of Pesticide Regulation (CDPR) Laws and Regulations, and;
6. 6. Any other applicable governmental law or risk management standards of the City.

Any delays in project completion, fines, legal fees, consulting costs or other losses stemming from actions brought by any of the above referenced regulatory entities against the contractor for work performed under this agreement are the sole responsibility of the Contractor.

Safety Program: Upon request by the City, the Contractor shall furnish the City with a copy of their California OSHA required Injury and Illness Prevention Plan, or written description of their exemption, before proceeding with any work under this agreement.

Controlling Employer: The Contractor shall acknowledge that for the purposes of maintaining compliance with all California OSHA regulations and Standards they are the "controlling employer" for all their work sites.

Traffic Control: The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public pedestrian and vehicular traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as the

GENERAL CONDITIONS / SPECIAL CONDITIONS

City Public Works Director, his/her designee, or any duly constituted public safety official may deem necessary. The Contractor shall cooperate with local authorities relative to handling pedestrian and vehicular traffic through the Contractor's work area and shall make his or her own arrangements relative to keeping the work area clear of vehicles.

If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of delineators, markers, barricades, or warning/advisory signs regarding the presence of workers near a roadway), the City may immediately suspend all Work until Contractor has met all safety requirements.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, (most current) California Supplement," or the "Work Area Traffic Control Handbook."

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.

Sound Control Requirements: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.

1. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 10:00 p.m.

2. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Vehicles and Construction/Maintenance Equipment: The Contractor shall take all necessary precautions for safe operation of his or her equipment and the protection of the public from injury and damage from such equipment. Contractor vehicles on the job site must be equipped with flashing yellow beacons of the type approved by the City, must display the company name, present a neat, clean, professional appearance, and must be in good working condition.

C. PROTECTION OF PROPERTY

Existing Facilities and Structures: The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

GENERAL CONDITIONS / SPECIAL CONDITIONS

Inclement Weather: During periods of storms or high winds, the Contractor shall:

1. Adjust Contractor's work force to accomplish those activities that are not affected by the weather. Safety of the work force and damage to the designated landscape areas shall be the prime factors in assignment of this work. Failure to adjust the work force to show good progress on the work shall result in a reduction of payments to reflect only the work actually performed.
2. Provide supervisory inspection of all designated landscape areas during regular hours to prevent or minimize possible damage from inclement weather.
3. Submit a report identifying any storm or high wind damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace.
4. Perform any remedial work required beyond the scope of this contract, to be paid for as Extra Work.
5. Remove landscape debris and general trash accumulated by high winds or other non-typical environmental conditions. Contractor shall modify the work schedule to complete all the required work within Forty-Eight (48) hours of inclement weather.

Contractor's Neglect: Any damage to the City's property that is determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Dead or missing plants attributable to Contractor's improper care or neglect shall be corrected by Contractor at no additional cost to the City.

D. CITY/CONTRACTOR LIAISON AND COMMUNICATION

City Representative: The City's primary representative for the purposes of this Agreement shall be the Public Works Director or his/her designee.

1. Mailing Address:

- a. Public Works Department
- b. City of Coachella
- c. Attn: Maritza Martinez
- d. 53462 Enterprise Way
- e. Coachella, CA 92236

2. Office Phone: (760) 501-8111

3. E-mail: mmartinez@coachella.org

Contractor's Representative: The Contractor shall designate and assign a project manager (hereinafter the "Project Manager"), who shall coordinate all phases of the Work on the Contractor's behalf. The Project Manager shall be available to the City at all reasonable times. The Contractor designates _____ to be its Project Manager.

Communication Device: The Contractor's field supervisor, crew chief and arborists, shall be furnished with a cellular telephone. This system must provide field communication directly with the City's personnel.

GENERAL CONDITIONS / SPECIAL CONDITIONS

Work Schedules: The Contractor shall submit a schedule describing Contractor's maintenance operations for review and approval by the City Representative following issuance of a Notice To Proceed.

E. INSURANCE

Certificate (or Certificates) of Insurance naming the City as additionally insured must be provided to and accepted by the City prior to the execution of the agreement. All of such insurance shall be primary insurance and shall name the City of Coachella (City), the Coachella Fire Protection District (CFPD), the Coachella Sanitary District (CSD), and the Coachella Water Authority (CWA), their officers, agents and employees as additional insureds by an endorsement to the policy. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to the policy limits. There will be no cross-liability exclusion. All policies shall have concurrent starting and ending.

Contractor shall not commence any work under this agreement prior to submittal and acceptance of the stipulated proofs of insurance. Any deductibles or self-insured retentions must be declared to the City and approved by the Risk Manager prior to the commencement of work.

Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are hereby incorporated into, and made a part of this Agreement. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.

Contractor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to persons or property resulting from the Contractor's activities, the activities of its Contractor or the activities of any person or persons for which Contractor is otherwise responsible.

Workers' Compensation Coverage: During the life of the contract, the Contractor shall procure and maintain at Contractor's sole expense, workers' compensation insurance statutory benefits as required by the State of California for all his or her employees engaged on or at the site of the landscaped areas covered under the contract, and which shall indemnify, insure and provide legal defense for both the Contractor, the City, CFPD, CSD, and CWA and their officers, volunteers, employees and agents against any loss, claim, or damage rising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the agreement herein. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, CFPD, CSD, and CWA, their officers, volunteers, employees and agents.

Public Liability & Property Damage Insurance: During the entire term of this agreement Contractor agrees to procure and maintain public liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death there from, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the City or CFPD, CSD, or CWA, or Contractor, or its subcontractors, or any person acting for the City or

GENERAL CONDITIONS / SPECIAL CONDITIONS

CFPD, CSD, or CWA, or Contractor, or its subcontractors, or under Contractor's control or direction. Such public liability and property damage insurance shall also provide for and protect the City and CFPD, CSD, and CWA against incurring any legal cost in defending claims for alleged loss. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Automobile Insurance: The Contractor and its subcontractors, at their sole expense, shall carry business auto liability and property insurance covering any owned and rented vehicles of Contractor or subcontractor, with limits of liability equal to those required for public liability/property damage insurance.

Subrogation: All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss Contractor hereby waives all rights of subrogation against City.

Subcontractor Insurance: In case any of the work is sublet, the Contractor shall include subcontractors as insured under its policies or shall furnish separate certificates and endorsements from each subcontractor for the types of insurance listed above and subject to the contract requirements as stated herein and in the agreement. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City, CFPD, CSD, or CWA the cost of insurance required by this Agreement. Contractor agrees that all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City or its employees.

Insurance Certificate Requirements: Primary public liability/property damage insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Primary business automobile insurance shall be written on ISO Business Auto Coverage form CA 00010692 including symbol 1 (ANY AUTO). The "City of Coachella, the Coachella Fire Protection District, the Coachella Sanitary District, and the Coachella Water Authority, their officers, employees, volunteers and agents" are to be covered as additionally insured using ISO additional insured endorsement form CG 20 10 11 85 (in no event will the City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or CFPD, CSD, or CWA or any officer, volunteer, agent or employee of the City, or CFPD, CSD, or CWA. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

GENERAL CONDITIONS / SPECIAL CONDITIONS

Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages. The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be provided on standard ISO forms noted above. All endorsements are to be received and approved by the Risk Manager prior to the commencement of work. Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy the City or any additional insured, in this or any other regard.

Notice of Claim or Loss: Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability of by such notice, but has the right, but not the duty, to monitor the handling of any such claim or claims if they are likely to involve City.

Non-compliance or Cancellation: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and Contractor will promptly reimburse any premium paid by the City.

Precedent: This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

F. EMERGENCY RESPONSE PROTOCOL

The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours project related emergencies.

G. CONTRACTOR EMPLOYEE PROTOCOL

1. The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.
2. All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately

GENERAL CONDITIONS / SPECIAL CONDITIONS

removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

3. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Have all proper licenses for operation of equipment utilized by such employee.

- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.

- Mechanical ability to make required operator adjustments to the equipment being used.

- Knowledge of safety regulations as they relate to tree care and traffic control.

- American Red Cross Standard First Aid Certification (minimum of one member of each crew).

- Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.

- Demonstrated knowledge of tree care and related operations.

H. PERSONNEL

The Work shall be performed by Contractor or under Contractor's supervision. The Contractor represents that Contractor possesses the personnel required to perform the Work, and shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.

The personnel performing the Work on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all personnel expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies and all other amounts due such personnel or due others as a result of the performance by such personnel of the Work.

I. PAYMENT TERMS

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily under this contract. The City's payment terms are forty-five (45) days from the receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 45).

GENERAL CONDITIONS / SPECIAL CONDITIONS

J. PREVAILING WAGES

In accordance with the provisions of Section 1720 et seq and Section 1770 et seq of the Labor Code of the State of California, the payment of prevailing wages, as determined by the Department of Industrial Relations, is required for all work performed by Contractor under this Contract-Agreement.

K. CONTRACTOR’S PAYROLL RECORDS

The Contractor and any subcontractor thereunder, shall keep complete and accurate payroll records for all Contractor/subcontractor personnel performing work under this Contract-Agreement, and shall make available to the City upon its request certified payroll records for said personnel, as required by Section 1773 and 1776 of the Labor Code of the State of California.

L. CONTRACTOR’S BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

M. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with State, County and City Standards.

N. SANITATION

Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

O. PRE-INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and

GENERAL CONDITIONS / SPECIAL CONDITIONS

report such damage to the City's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Contractor.

P. SETUP, OPERATIONS, EQUIPMENT STAGING (if applicable)

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

Q. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative.

R. RISK MANAGEMENT

At no time should work be performed so as to result in a loss of control incident. Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

S. CLEANUP OF WASTE AND DEBRIS

All debris resulting from Project shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed to pose a hazard to the public. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of Project. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any debris from the work area.

T. DISPOSAL OF MATERIALS

The Contractor shall use City's Franchise Hauler for all waste disposal services needed for this project. Weight slips shall be required as proof of final disposal and must be submitted to the City with each demand for payment.

U. ACCIDENT INVESTIGATION

GENERAL CONDITIONS / SPECIAL CONDITIONS

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

V. INSPECTIONS

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Contractor is responsible to obtain needed City Building Permits for all work.

Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

W. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective, unsatisfactory or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4. A reasonable doubt that the awarded contract can be completed for the balance unpaid.
5. Property damage that resulted from an incident.

X. MINOR MODIFICATIONS/ADDITIONAL WORK

The City may modify this scope of work with the joint approval of the Contractor and the City's designated representative or assignee. All modifications shall be in writing.

In the event that the City should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.

Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.

GENERAL CONDITIONS / SPECIAL CONDITIONS

The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

Y. PERFORMANCE DEFICIENCIES AND REDUCTIONS IN PAYMENT

CONTRACTOR and CITY agree that if completion of certain services to be provided by CONTRACTOR under this Agreement specified below are delayed, not performed or performed in a manner outside of specifications, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to CITY's other remedies allowed by law, including the contractual requirement that the condition be remedied. The following penalties shall be assessed for the circumstances described:

Worker without proper uniform and/or safety apparel, vehicle without proper signage	\$100.00 per occurrence
Failure to properly notice inspector prior to the commencement of work	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Disposal of debris at unauthorized sites	\$500.00 per occurrence.
Equipment leaking fluids	\$500.00 per occurrence +cost to mitigate damage
Unauthorized use, transport and/or storage of any chemical product in the City of Coachella	\$1000.00 per occurrence+ possible contract termination
Loss of control incident	\$1000.00 per occurrence+ cost to mitigate damage + possible contract termination

Z. DEFAULT

In case of default by the Contractor, the City of Coachella may procure the articles or service from other sources and may deduct from unpaid balance due to Contractor, or may bill for excess costs so paid, and prices paid by the City of Coachella shall be considered the prevailing market prices paid at the time such purchase of articles or services is made. Failure to comply with any of the terms and/or conditions of this contract may constitute an Event of Default by the Contractor.

In case of default by the Contractor, the City of Coachella may procure the articles or service from other sources and may deduct from unpaid balance due to Contractor, or may bill for excess costs so paid, and prices paid by the City of Coachella shall be considered the prevailing market prices paid at the time such purchase of articles or services is made.

GENERAL CONDITIONS / SPECIAL CONDITIONS

Events of Default: The City will communicate its concerns relative to the Contractor's adherence to Contract stipulations or satisfactory performance of the Contract's Scope of Work in a timely fashion.

The communication of concerns shall progress as follows:

- Verbal communication with Contractor's staff at casual in-field meetings
- Verbal communication with Contractor's staff during the Monthly Walk-Through
- Written communication (punch list) given to Contractor's staff during the monthly Walk-Through
- Verbal and written communication given at a meeting held with Contractor's staff specifically to discuss City's concerns

All of the above methods of communication shall constitute effective Constructive Notice to the Contractor of the City's concerns.

Should the above progressive communication of concerns fail to bring Contractor's performance up to contract standard, the City may elect to declare that an Event of Default has occurred. Events of Default include, but are not limited to:

A. Failure to adhere to any of the material terms, covenants, agreements, or conditions of the Contract, such as:

1. Failure to provide and/or maintain insurance policies required by contract terms
2. Failure to furnish and maintain contract Surety Bonds
3. Failure to obtain/maintain licenses, permits, registrations required by contract terms
4. Failure to pay prevailing wages
5. Failure to maintain accurate payroll records
6. Failure to provide adequate means of receiving and responding to City communications
7. Failure to provide adequate Work Area Safety, including but not limited to Work Area Traffic Control

If the City determines that an Event of Default has occurred, it shall give written notice to the Contractor. Said notice shall include:

- A description of the defaulting act(s) or omission(s);
- The defaulted portion(s) of the contract;
- A stipulated time for cure/correction of Event of Default, if applicable;
- The effective date of contract termination, if applicable.

GENERAL CONDITIONS / SPECIAL CONDITIONS

SPECIAL CONDITIONS

The following Section contains descriptions and technical specifications for the detailed services and materials which will be necessary to provide services under this Agreement.

City Hall Fountain

All work must comply with State/County/City specifications as applicable to pool systems. All work must comply with California Building Code Section 3108B for pool construction.

- 1) City Hall Fountain (1515 Sixth Street, Coachella CA 92236)
 - a. General Fountain Shell Information
 - i. This is a fountain with four bowls. The bottom bowl requires demolition and reconstruction in place to match existing. Existing bottom bowl is approximately 14'x1' and holds approximately 1,156 gallons. The fountain is cement and shell is plaster, which has been stained/painted. The bottom bowl fountain depth is 1 foot and top lip is 14 inches wide. Existing water feature sits 10" from edge of bottom bowl.
 1. Without damage to top three bowls demolish and reconstruct bottom concrete bowl. City staff will remove fountain water feature. The reconstructed base will adhere to California Building Code and County pool construction standards. New plumbing and conduit will be needed to service reconstructed bottom bowl. New bottom bowl will have four color changing lights and light box. New bottom bowl plumbing must include service to the water feature and filtration system; contractor to reinstall water feature to new bowl and return water feature to service. Apply white plaster mix (minimum 3/8" thick) and trowel to a smooth finish. Plaster mix will be reviewed and approved by City prior to application. Minimum warranty on material and workmanship will be two (2) years. Brush the fountain for approximately 2-3 weeks to ensure proper curing of new plaster. Contractor will maintain the fountain for the first thirty (30) days and ensuring the fountain seals are holding.

