

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICTS**

PROJECT NO 121720

The City of Coachella is soliciting proposals from Licensed Contractors that are experienced in repairs and services for miscellaneous repair work for the Landscape and Lighting Maintenance Districts throughout the City.

If you have any questions, you may call the City of Coachella at 760-501-8111 or email Maritza Martinez at mmartinez@coachella.org , the full Request for Proposal can be downloaded from the City’s website at www.coachella.org .

To submit a Request for Proposal, the submission must be sealed and plainly marked “RFP for As Needed Miscellaneous Repair Work” on the outside of the mailing envelope, addressed to: City of Coachella, 53462 Enterprise Way, Coachella CA 92236. Proposals will be accepted until January 13, 2021 at 10:00 am.

The City of Coachella reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

Continue on succeeding pages for the complete bid.

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

The Licensed Contractor, hereinafter referred to as “Contractor”, will be required to perform services specified herein. The Contractor will be expected to enter into a service contract with the City of Coachella, hereinafter referred to as “Owner”, consistent with the terms of this RFP and Contractor’s submitted proposal.

During the course of a year, the City of Coachella requires miscellaneous repair work and services for its Landscape and Lighting Maintenance Districts (Maps are available for download on the City’s Website at Coachella.org). Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking proposals from contractors, the City does not represent that it will utilize the successful bidder’s services any guaranteed number of times over the course of the year.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor agrees to be the City’s Miscellaneous Repair Work Contractor for the Landscape and Lighting Maintenance Districts.

The Contractor must comply with all local and State laws, rules, and regulations; possess a valid State of California License; and provide their state contractor licensing information to the City of Coachella.

The City of Coachella prefers that the Contractor be “on call” on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely, and proposals will be reviewed based in part on the Contractor’s ability to provide such “on call” service and by written commitment to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent that supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials, and parts if not provided by the City of Coachella. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

The contractor shall invoice the City within 30 days of a completed service call at the rates agreed to in the contract. The City shall make payment within 30 days of receipt of invoice.

The City of Coachella shall retain the right to terminate the contract with seven (7) days’ notice should the Contractor fail to perform work in a professional manner or perform the work within the demands and time constraints established by the City of Coachella. Failure to maintain an a state

contractor's license, and/or insurance coverage is grounds for immediate termination of the Contract. The City reserves the right to utilize another electrician if Contractor fails to respond timely to an emergency.

The contract could be terminated upon mutual agreement between the Owner and the Contractor, provided that at least 30 days' notice is given by either party prior to termination.

Contractor will be required to indemnify the City against all suites, claims, judgments, awards, loss, cost or expense (including attorney's fees without limitation) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document
2. Completed References form, containing at least three (3) professional references, including current contract name and phone number for similar contracts.
3. Completed Proposal Form, included in this document.
4. Copy of contractor's license for all employees who may be assigned to work under the contract
5. Copy of State Contractor's license

Contractor may submit such additional information as it deems necessary or helpful to the City's evaluation process.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria and maximum point per category:

1. Qualification of bidding Contractor (10 points)
2. Contractor's reputation for timely, quality performance (10 points)
3. Rates (10 points)
4. Contractor's willingness to commit to timely service (10 points)
5. Ability to provide 24-hour "on call" emergency service (10 points)
6. Experience with government agencies (5 points)

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation, including compliance with current city ordinances. The City may, at its discretion, select a Contractor outright or select a finalist(s) for interviews.

LENGTH OF SERVICE CONTRACT

The Service Contract will remain in effect until June 30, 2022. Upon the mutual agreement of both parties, the Service Contract may be renewed in one year increments at the rates submitted in the proposal for the total period not to exceed two (2) years.

SELECTION

Upon selection, the Contractor will receive a service contract and will be expected to execute the contract within ten (10) business days of receipt. A completed W-9 and City business license shall accompany the executed contract.

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets or attachments, as necessary. This section must be submitted with Proposal.

1. Name of Contractor
2. Name of Business
3. Form of Entity
4. Permanent Main Office and Mailing addresses and pertinent contract information (phone, email, etc.)
5. When Organized
6. Where Organized
7. How many years have you been engaged in miscellaneous repair/service business under your present name; also state names and dates of previous business names, if any
8. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.
10. Please identify the number of licensed employees available to work under this contract
11. List the most important contract entered into by the Contractor in the last year; identify contracting party and term of contract
12. List your key personnel available for this contract

The City of Coachella reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonable necessary to determine whether the Contractor should be awarded the service contract.

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

REFERENCES

Reference #1

Contact Name _____

Business Name _____

Business Address _____

Contract Phone _____

Contact Email _____

Other Information _____

Reference #2

Contact Name _____

Business Name _____

Business Address _____

Contract Phone _____

Contact Email _____

Other Information _____

Reference #3

Contact Name _____

Business Name _____

Business Address _____

Contract Phone _____

Contact Email _____

Other Information _____

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

PROPOSAL FORM

Block Wall and Wrought Iron Repair / Service Contract Rates

Licensed Contractor – Hourly Cost \$ _____ per hour

Apprentice/Helper – Hourly Cost \$ _____ per hour

Travel Time / Expense – Per Hour – or \$ _____ per hour

Travel Time / Expense – Flat Rate \$ _____ per trip

Material Cost:

Mark-up _____% (expressed as percentage over cost)

Discount _____% (explain circumstances when this would apply)

Other (describe, if any)

Availability

Can the Contractor provide 24-hour “on call” emergency coverage (Y / N)

Response time to an emergency call _____

Response time for non-emergency request for service _____

Submission Acknowledgement

Contractor Signature _____

Print Name _____

Title _____

Business Name _____

Date _____

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

Amount of Insurance

A - Comprehensive General Liability: Bodily Injury or Property Damage - \$1,000,000 each occurrence and general aggregate

B - Automobile and Truck Liability: Bodily Injury or Property Damage - \$1,000,000 each occurrence and general aggregate

*Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

Type of Insurance for Contractor

Full Workers Comprehensive Insurance: Coverage for all people employed by the Contractor to perform work under this contract. This insurance shall be in the amount of \$1,000,000 for each accident, illness or disease or such other amount that may be required by the most current state laws, whichever is greater.

Comprehensive General Liability Insurance: Covering bodily injuries and property damage and also including coverage for:

1. Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private.
2. Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed.
3. Contractual liabilities related to bodily injury and property damage.

Automobile and Truck Liability Insurance: Covering bodily injury and property damage relating to operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in conjunction with work under this contract.

Product and Completed Operations Insurance: Coverage to be included in the amounts specified above for Comprehensive General Liability.

Evidence of Insurance

The City of Coachella shall be listed as an Additional Insured on the certificates of insurance. The Contractor shall submit Certificates of Insurance to the Owner at the time of execution of the Service Contract.

Written notice shall be given to the City of Coachella at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

**CITY OF COACHELLA
REQUEST FOR PROPOSAL**

**AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

NOTICE INVITING BIDS

The City of Coachella's, Public Works Department ("City") will receive Request for Proposals (RFP) for as Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts (LLMD) at the Public Works Department no later than **January 13, 2021 at 10:00 am**, at which time or thereafter said requests for proposals will be reviewed and analyzed. Proposals received after this time will remain unopened.

The general scope of services includes: To provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor shall be required to perform the following various sites throughout the City's LLMDs:

Clean up and disposal of materials

Emergency on-call services

Miscellaneous Repairs/Services within the LLMDs

Bids will not be accepted in Electronic Format.

Bidders may obtain a copy of the Landscape and Lighting Maintenance District Maps from the City's Public Works Department located at 53462 Enterprise Way, Coachella CA 92236 in the amount of Five Dollars (\$5.00) or download online at the City of Coachella's website Coachella.org at no charge. A non-refundable charge of Five Dollars (\$5.00) will be required of any bidder who requests that the Landscape and Lighting Maintenance Districts Maps be mailed within California (costs for out-of-state mailing will be higher). The City "WILL NOT" make the Landscape and Lighting Maintenance Districts Maps available for review at one or more plan rooms.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful bidder, copies of which are on file online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all

subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Maintenance Agreement.

Award of Contract: This Agreement will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Districts.

For further information, contact Maritza Martinez, at 760-501-8100

Please send all formal **Requests for Information (RFI's)** to mmartinez@coachella.org before **10:00 am on January 6, 2021**. No formal RFI's will be accepted after this date and time.

All Addendums to the Request for Proposals (RFP) is a mandatory part for the submissions of the Bid. All Amendments, if there are any, will be on the City's Website at Coachella.org no later than 10:00 am on January 7, 2021.

Bidders can mail the proposals to the City's Public Works Department located at 53462 Enterprise Way, Coachella, CA 92236 or drop off in person with appointment only due to COVID. Please make notation on the envelope "RFP for as Needed Miscellaneous Repairs".

DRAFT

CITY OF COACHELLA – PROJECT 121720

AS NEEDED MISCELLANEOUS REPAIR WORK FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

1. PARTIES AND DATE.

This Maintenance Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2021 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 53462 Enterprise Way, Coachella, California 92236 (“City”) and _____, a **CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY** _____ (“Contractor”). The City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. 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 as Needed Miscellaneous Repairs for the Landscape and Lighting Maintenance Districts (LLMD) 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 is familiar with the plans of the City.

2.2 Project.

The City desires to engage Contractor to render such services for the as Needed Miscellaneous Repairs for the Landscape and Lighting Maintenance Districts Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 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 services necessary for repair or replacement of miscellaneous needs for the LLMDs 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.

3.1.2 Term. The term of this Agreement shall be from January 27, 2020 to June 30, 2022, unless earlier terminated as provided herein. The contract may be renewed in one year increments at the rates submitted in the proposal for the total period not to exceed two (2) additional years. 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. The 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 the 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 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, the City shall respond to Contractor’s submittals in a timely manner. Upon request of the 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 the City.

3.2.4 City’s Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). The 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 _____, 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. 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 the 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of 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 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 Contractor. Contractor agrees that if the Services 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 **One-Hundred Dollars (\$100.00) 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 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 the 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 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*: [**One Million Dollars \$1,000,000.00**] 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*: [**One Million Dollars \$1,000,000.00**] 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 [**One Million Dollars \$1,000,000.00**] 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:

(A) 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 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 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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) 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 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 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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) 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 Contractor.

(D) 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) 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.

3.2.9.7 Verification of Coverage. Contractor shall furnish the 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. Contractor shall report to the City, in addition to Contractor'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, 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 lifesaving 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 the City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the 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 the City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the 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 the 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 the 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 Contractor, will release the surety. If 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 **Seventy Five Thousand Dollars \$75,000.00** per year without written approval of the City's Public Works Director. 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 the 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. The 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 the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the 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 the City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 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. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The 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.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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 the 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. The 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 the 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, the 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, the 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:

NAME, ADDRESS & CONTACT PERSON

CITY:

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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 Attorneys' 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 attorneys' fees and all other costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, 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, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation

the payment of all consequential damages, expert witness fees 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 the City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the 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 survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

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 / Venue. 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. The 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 the 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, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the 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 the 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 the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

Contractor

By: _____
William B. Pattison, City Manager

By: _____

Carlos Campos, City Attorney

Attest:

City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

AS NOTED IN THE RFP

MISCELLANEOUS REPAIRS AS NEEDED IN THE LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS (LLMD)

EXHIBIT “B”

SCHEDULE OF MAINTENANCE SERVICES

AS NOTED IN THE RFP

AS NEEDED AND REQUESTED

EXHIBIT "C"

COMPENSATION

AS NOTED IN THE RFP