

**REQUEST FOR VENDOR QUOTES  
FOR  
CITY OF SAN BERNARDINO  
FOR  
RFQ F-23-47B  
STREET LIGHT MAINTENANCE, INSPECTION AND REPAIR SERVICES**



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**REQUEST FOR VENDOR PRICE QUOTES  
PROJECT NO. RFQ F-23-47B**

**STREET LIGHT MAINTENANCE, INSPECTION AND REPAIR SERVICES**

PUBLIC NOTICE IS HEREBY GIVEN that vendor price quotes (“Quotes”) will be received by the City of San Bernardino (“City”) electronically through the City’s online bid management provider (“PlanetBids”), **until 3:00 p.m., on March 26, 2024**. Quotes may **NOT** be submitted by fax, email, telephone, mail, hand delivery, or other means; any Quotes received through any means other than PlanetBids will be returned to the Vendor unopened.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all Quotes.

The City is committed to inclusion and diversity and welcomes proposals and bids from contractors, contractors, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The City condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

**This contract is subject to prevailing wage.**

Public Works Prevailing Wage and Contractor Registration

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations (“DIR”). Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at the City upon request. The successful Vendor shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Vendor to whom the Agreement is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No proposal will be accepted nor any contract entered into without proof of the Vendor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the Vendor and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this request may also be subject to compliance monitoring and enforcement by the DIR.

## **I. REQUEST FOR QUOTES**

The City is requesting Quotes from qualified vendors<sup>1</sup> (“Vendors”) for **STREET LIGHT MAINTENANCE, INSPECTION AND REPAIR SERVICES**

### **STREET LIGHT MAINTENANCE, INSPECTION AND REPAIR SERVICES**

(“Project/Equipment”). To serve and promote the welfare of its residents, the City intends to procure the Project/Equipment, as described below.

#### **A. Scope of Work/Services**

The Project/Equipment sought under this request are set forth in more detail in **Attachment “A”**, attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Project/Equipment in **Attachment “A”**, the final scope of Project/Equipment negotiated between City and the successful Vendor shall be set forth in the Maintenance Services Agreement (“Agreement”) executed by and between City and the successful Vendor. A copy of the Agreement is attached hereto as **Attachment “B”** and incorporated herein by this reference. **Attachment “C”** lists services/items requiring costs (**UNIT COST FORM**) to be submitted by the CONTRACTOR.

#### **B. Project Manager**

The Project Manager for the City regarding this request will be Michelle Parra, Buyer, Finance Department, Purchasing Division, [purchasing@sbcity.org](mailto:purchasing@sbcity.org) or a designated representative, who will coordinate the assistance to be provided by the City to the Vendor.

#### **C. Requests for Clarification**

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and will be answered in writing through PlanetBids. To ensure a response, questions must be received in writing no later than **March 14, 2024, by 3:00p.m. local time.**

#### **D. Meeting N/A**

#### **E. Site Examination N/A**

#### **F. Submittal Requirements of Vendor Price Quote**

The Quote must be received no later than **3:00 p.m. local time, on or before March 26, 2024**, through PlanetBids. It is solely the responsibility of Vendor to see that its Quote is properly submitted to PlanetBids in proper form and prior to the stated closing time. PlanetBids will not accept late Quotes. The City will only consider Quotes that have transmitted successfully and have been issued a confirmation number with a time stamp from PlanetBids indicating that the Quote was submitted successfully.

Vendors experiencing any technical difficulties with the Quote submission process may contact PlanetBids Support at 818-992-1771. Neither the City nor PlanetBids make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the Quote submission date and/or time.

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<sup>1</sup>Use of the term “Vendor(s)” shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

**Vendors are required to provide a Quote for the Scope of Project/Equipment as set forth in in the Vendor Quote Form (UNIT COST FORM) attached hereto as Attachment "C" and incorporated herein by this reference.** Vendors submitting a Quote agree to furnish services to the City in accordance with the Quote submitted, and to be bound by the terms and conditions of this Request for Vendor Price Quote. Vendor is certifying that it takes no exceptions to the request, including but not limited to, the Agreement.

#### **G. Selection Process**

The City will evaluate and award to the responsible Vendor offering the needed quality of supply or work or service at the lowest quotation or determined to be in the best interest of the City. During the evaluation process, the City reserves the right to request additional information or clarifications from Vendors, or to allow corrections of errors or omissions.

#### **H. General Conditions**

1. General: It is solely the responsibility of the Vendor to see that its Quote is properly submitted to PlanetBids in proper form and prior to the stated closing time. PlanetBids will not accept late Quotes.

2. Amendments to Request: The City reserves the right to amend the request or issue to all Vendors addenda to answer questions for clarification.

3. Non-Responsive Quotes: A Quote may be considered non-responsive if conditional or incomplete.

4. Costs for Preparing: The City will not compensate any Vendor for the cost of preparing any Quote, and all materials submitted with a Quote shall become the property of the City. The City will retain all Quotes submitted and may use any idea in a Quote regardless of whether that Quote is selected.

5. Price Validity: Quotes provided by Proposers in response to this request are valid for 120 days from the due date. The City intends to award the Agreement within this time but may request an extension from the Vendors to hold pricing, until negotiations are complete, and the Agreement is awarded.

6. Availability to Perform Work: Vendor must be available to begin Project/Equipment within 10 working days of the contract being awarded and must complete all Project/Equipment within 30 calendar days unless an exemption is granted by the contract manager prior to work beginning.

7. Additional Costs to Perform Work/Services: The Vendor's Quote is inclusive of all costs and applicable taxes. Vendor is responsible for all building permit fees, applicable renderings, plans, documentation and fees required by the Agreement. Vendor will be required to maintain at its own cost the necessary insurance as required by the Agreement and a City business license.

8. Vendor License: Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Vendors must possess proper licenses for performance of this Agreement in the following classification (s). Subcontractors must possess the appropriate licenses for specialty work. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any Quote submitted by a Vendor not currently licensed in accordance with state law to be nonresponsive. The City shall have the right to request, and proposers shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by Vendor and each of the Vendor's subcontractors before awarding the Agreement.

9. Additional Reservation of Rights by City: The City reserves the right to reject any and all Quotes. The City reserves the right to withdraw this Request for Vendor

Quotes at any time without prior notice and the City makes no representations that a contract will be awarded to any Vendor responding to this Request for Vendor Quotes. The City reserves the right to postpone any deadlines required by this Request for Vendor Quotes, including, but not limited to, the submittal date outlined in Section F of this Request for Vendor Quotes.

**[END OF SECTION]**

**ATTACHMENT "A"**  
**PROPOSED SCOPE OF PROJECT/EQUIPMENT SERVICES**

The Vendor will furnish all materials, renderings, equipment, tools, removal, installation, labor, coordination, permits, supervision, freight, and incidentals (including tax) as necessary to perform and complete the project pursuant to the Request for Vendor Quotes and the Agreement. The following is a non-inclusive description of the project work and/or goods to be provided.

The City of San Bernardino is seeking street light, ballfield light, park lights maintenance, inspection, and repair services for the City's 8,500+ lights and related components. The vendor will primarily provide services related to the maintenance, inspection, repair, minor upgrade and replacement of street lights and related components. The goal is to keep all lights always operating.

On-call or emergency requests may also be requested as needed. The contractor will furnish all labor, materials, equipment, and perform all work to repair street lights (to include poles) and related components. In some instances, the City may opt to furnish materials in order to expedite the repair of a signalized intersection and return it to an operational status; however, this will require pre-authorization by the Contract Administrator.

The successful vendor shall be awarded a 1-year agreement with four (4) one-year options to be extended annually at the City's discretion.

In no event shall the total amount paid for services rendered by the Contractor under this Agreement exceed the sum of **\$1.5 Million Dollars (This amount may be set lower but not below \$750,000)**.

**GENERAL MAINTENANCE**

General maintenance will consist of all operations and repairs starting from the pull box or bottom of the street light pole where the fuse holder or secondary power starts. The CONTRACTOR will have an available call center 24/7, general overhead, all equipment, qualified personnel for the replacement of all components of light fixtures including replacement of the entire luminaries approved by the City. Replacement of ballast's, starters, igniters, fuses, lenses, reflectors, connective wiring, fuse holders, photo cells, and shorting caps that have failed due to normal age or deterioration. Also included is general cleaning of general components of the fixture during any repair of the luminaries that may interfere with the illumination of the street.

General maintenance must also include repairs of any day burners or complete circuits that are energized due to photo cell being painted on service pedestal, or any other reason for light to be on during daylight hours. The contractor must first report general maintenance work to the Street Light Supervisor and receive authorization before performing repairs.

General maintenance will not include removal of knockdowns, nor underground Edison feeds.

Routine replacement of failed lamps (bulbs) and photo cells, ballast's, starters, igniters, standard lenses and reflectors. Repair includes the provision of appropriately trained personnel, equipment and overhead equipment necessary to routinely replace lamps, photo cells, and

other street light components, cleaning of the lenses as necessary in conjunction with the repair/replacement of lenses that are discolored or damaged. This applies to equipment that has failed due to normal age and/or deterioration as well as acts of nature and vandalism.

Inspection of all lights (street, ballfield, parking lot lights) is expected on an annual basis and a report detailing necessary repairs is required. A separate cost for this annual service is requested in the Price Form (Unit Cost Sheet, Item No. 9.).

### **EQUIPMENT, PERSONNEL, AND SUPPLIES**

The contractor will provide all equipment and trained personnel to provide timely maintenance and repairs. The contractor will provide a feedback mechanism to keep the City informed on the status of maintenance and suggested repairs. The City will supply lamps, photo cells, ballasts, and fixtures.

### **SERVICE RECORDS (WORK ORDER MANAGEMENT TRACKING)**

The following records shall be maintained by the vendor covering signal maintenance activities:

1. A record of all repairs, and relevant data pertaining to each repair will be kept in the by the contractor, at the time of any repair work or modifications. A duplicate record will be sent to City staff, included in the monthly summary report. The vendor shall supply a copy of the maintenance record to City staff.
2. A database shall be maintained indicating previous maintenance and scheduled maintenance work.

### **STANDARDS OF PERFORMANCE**

Services shall be performed under the Contract in a skillful and competent manner; consistent with the standards generally recognized as being employed by licensed electricians in the same discipline in the State of California. The contractor represents and maintains that it is skilled in the professional calling necessary to perform the services. The Vendor warrants that all employees and subcontractors shall have sufficient skill, experience, and license to perform the services assigned to them.

### **QUALIFICATIONS/LICENSES**

Qualified personnel shall perform all services. All work with the exception of the replacement of bulbs and photo cells shall be performed by licensed electricians or journeyman lineman or under the direct supervision of a licensed electrician or journeyman lineman. Street light systems are generally "live" systems which means the lines are hot from the service point, through the conduit, up the pole, and to the photo cell. A journeyman electrician with high voltage splicing training **is expected** to work on live systems.

The 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 that services are provided. The qualified contractor must have a current C-10 California Contractors license.

**OTHER SPECIAL REQUEST AND SERVICES**

The City may request specialized services from the CONTRACTOR that are related to other electrical work such as repairs to electrical infrastructure in buildings, facilities, or any other City-owned electrical infrastructure. This work will be requested from the CONTRACTOR by the Contract Administrator should the need arise. A quote will be requested for approval by the Contract Administrator prior to any specialized work commencing.

The below table provides generalized work tasks and services required. **PLEASE NOTE:** Costs associated with these services and work tasks are requested in “Attachment C Unit Cost Form (Vendor Quote Form)” of this document.

<b>Item</b>
<b>1. General Maintenance &amp; Repair</b>
· 1-20 lights
· 21-50 lights
· 51-75 lights
· 76-100 lights
<b>2. Monthly Night Inspections</b>
<b>3. USE OF SPECIALIZED EQUIPMENT</b>
Aerial Truck with 100 ft height range
<b>4. Base Replacement</b>
· 1-5 Bases
· 6-10 Bases
· 11-15 Bases
· 16-20 Bases
<b>5. Emergency Service Cost</b>
5(a) Minimum hours = _____ hours

<b>6. Ballfield Light Replacement (per light) 1,000 – Watt Metal Halide</b>
<b>1,500 – Watt Metal Halide</b>
<b>7. Minor Upgrades (HPS to 65W LED Lighting)</b>
· 1-20 lights
· 21-50 lights
· 51-75 lights
· 76-100 lights

<b>Special Item</b>
<b>8. Annual Inspection and Report</b>
Other specialized services may be requested at additional cost. These will be requested as needed by the contractor administrator

**INTERACTION WITH THE PUBLIC AND OTHERS**

The CONTRACTOR IS NOT allowed to accept requests for streetlight work from anyone other than the Contract Administrator or his/her representative. Failure to comply with this may result in the immediate termination of this contract and fees recouped (as applicable). All requests from the public, public officials, or others (to include non-authorized City Staff) shall be referred to the City’ Call Center (909-384-7272) or the contract administrator.

**SCHEDULE OF SERVICES**

The City will provide the contractor work orders on lighting outage for necessary repairs. All reported inoperable lights should be repaired in five (5) working days or less. Services will include a 24-hour toll free call center operation. A maximum of thirty days will be authorized for repair of complex issues. Exceptions may be authorized by the Contract Administrator in advance.

**\*\*\*Model Maintenance Services Agreement- Remove this Title When Used\*\*\***

**[To Be Inserted On City of SAN BERNARDINO Letterhead]**

**\*\*\*FOR MAINTENANCE SERVICES – DEFINED AS:**

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.**
- (2) Minor repainting.**
- (3) Resurfacing of streets and highways at less than one inch.**
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.**
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.\*\*]**

**CITY OF SAN BERNARDINO**  
**MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, 2021 by and between the City of San Bernardino, a municipal corporation organized under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401, County of San Bernardino, State of California (“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\*\*\*** (“Contractor”). 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 **\*\*\*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 is familiar with the plans of City. 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.

## **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.

## **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 **\*\*\*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.

3.1.2 Term. The term of this Agreement shall be from **\*\*\*INSERT START DATE\*\*\*** to **\*\*\*INSERT ENDING DATE\*\*\***, unless earlier terminated as provided herein. **\*\*\*INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.\*\*\*** 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 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 or her 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.

3.2.8 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 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. **\*\*\*INCLUDE THE FOLLOWING SENTENCE ONLY IF YOU'RE INCLUDING LD'S – DELETE OTHERWISE – DON'T SIMPLY INSERT \$0; ALSO DELETE "AND LIQUIDATED DAMAGES" FROM TITLE OF SECTION \*\*\***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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. 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.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department

of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance. **\*\*\*CITY RISK MANAGER TO REVIEW TO DETERMINE WHETHER REQUIREMENTS AND LIMITS ARE ACCEPTABLE\*\*\***

3.2.11.1 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.

3.2.11.2 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); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City; and (5) *Aviation and/or Drone Liability*, in a form and with insurance companies acceptable to City. **\*\*\*DELETE IF AVIATION LIABILITY IS NOT REQUIRED\*\*\***The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*:**\*\*\*INSERT AMOUNT - TYPICALLY \$2,000,000 MINIMUM; and \$4,000,000 aggregate. 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 MINIMUM; 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; (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 MINIMUM; 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; (4) *Cyber Liability*: **\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 PER OCCURRENCE/AGGREGATE; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*** for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code; (5) *Aviation/Drone Liability*: **\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 PER OCCURRENCE LIMIT; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*** for bodily injury and property damage.**\*\*\*DELETE IF AVIATION LIABILITY NOT REQUIRED\*\*\*** Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts

sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of San Bernardino, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 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 include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of San Bernardino, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, 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 excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(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 the 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 (10 days for nonpayment of premium) 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. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 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.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 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.

3.2.11.8 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.

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

3.2.12 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 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.

3.2.13 Bonds.

**\*\*\*NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): Some maintenance projects of more than \$25,000 will require payment bonds by law. See generally Civil Code Section 9550 or speak to the City's Purchasing Team or City Attorney\*\*\*]**

3.2.13.1 Performance 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 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.

3.2.13.2 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.

3.2.13.3 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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense.

Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **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 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "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. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. 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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.4 Termination of Agreement.

3.4.1 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.

3.4.2 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.

3.4.3 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 General Provisions.

3.5.1 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 San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401

Attn: **\*\*\*INSERT NAME & DEPARTMENT\*\*\***

With Copy To:  
City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: City Attorney

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.

#### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and

volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and 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, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 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 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.

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

3.5.10 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.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Federal Provisions. **\*\*\*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT AGENCY COUNSEL IF NECESSARY\*\*\*** When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN BERNARDINO  
AND **\*\*\*INSERT NAME\*\*\*****

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF SAN BERNARDINO**

**\*\*\*INSERT NAME OF CONTRACTOR\*\*\***

APPROVED BY:

**[IF CORPORATION, TWO SIGNATURES, PRESIDENT OR VICE PRESIDENT AND SECRETARY OR TREASURER REQUIRED]**

\_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***,  
**\*\*\*INSERT TITLE\*\*\***

ATTESTED BY:

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***,  
City Clerk

Printed Name: \_\_\_\_\_

**[DELETE THE FOLLOWING SIGNATURE LINE IF NOT REQUIRED]**

By: \_\_\_\_\_

APPROVED AS TO FORM:

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
DIR Registration Number

Exhibit A

Scope of Services

**\*\*\*INSERT SCOPE\*\*\***

SAMPLE

Exhibit B

Schedule of Services

**\*\*\*INSERT SCHEDULE\*\*\***

SAMPLE

Exhibit C

Compensation

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

**\*\*\*SEE SECTION 3.2.13 ABOVE AND IF APPLICABLE, INSERT PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE; IF NOT REQUIRED, STATE THAT THEY ARE NOT REQUIRED\*\*\***

**\*\*\*INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT THE CITY ATTORNEY IF NECESSARY\*\*\***

SAMPLE

Exhibit D

Federal Requirements

**\*\*\*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS OF THE FEDERAL FUNDING SOURCE\*\*\*]**

SAMPLE

**ATTACHMENT "C"  
UNIT COST FORM (Vendor Quote Form)**

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

**STREET LIGHT MAINTENANCE, INSPECTION, AND REPAIR SERVICES  
(Please refer to the notes listed below this table for instructions for each item)**

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote for the ELECTRONICALLY SUBMITTED TOTAL VENDOR QUOTE PRICE.

ITEM	HOURLY RATE
<b>1. General Maintenance &amp; Repair</b>	
· 1-20 lights	\$
· 21-50 lights	\$
· 51-75 lights	\$
· 76-100 lights	\$
<b>2. Monthly Night Inspections</b>	\$
<b>3. SPECIALIZED EQUIPMENT</b>	
Aerial Truck with 100 ft height range	\$
<b>4. Base Replacement</b>	
· 1-5 Bases	\$
· 6-10 Bases	\$
· 11-15 Bases	\$

**REQUEST FOR VENDOR QUOTES**  
**Project No. RFQ F-23-47B**

· 16-20 Bases	\$
<b>5. Emergency Service Cost</b>	\$
5(a) Minimum hours = _____ hours	\$ _____ x _____ minimum hours = \$ _____
<b>6. Ballfield Light Replacement (per light) 1,000 – Watt Metal Halide</b>	\$
<b>1,500 – Watt Metal Halide</b>	\$
<b>7. Minor Upgrades (HPS to 65W LED Lighting)</b>	
· 1-20 lights	\$
· 21-50 lights	\$
· 51-75 lights	\$
· 76-100 lights	\$

<b>Special Item</b>	<b>Hours to Complete</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>8. Annual Inspection and Report</b>	Qty of Hours: _____		
<b>OVERALL TOTAL (based on a minimum of 8,500 lights):</b> <i>(items 1 to 9)</i>		\$	

This contract will have Four (4) one-year options. Please provide your overall total per year using the same calculations from the above unit cost file. If the amount remains the same, please enter it in each corresponding row.

<b>OPTION YEAR</b>	<b>TOTAL COSTS (PER OPTION YEAR)</b>
Option Year #1 FY24/25	
Option Year #2 FY25/26	
Option Year #3 FY26/27	
Option Year #4 FY27/28	

Total Number of Additional Pages (if needed): \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

**Submitted By:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*(Authorized Representative Signature)*

**Print Name:** \_\_\_\_\_

**Contractor's License Number and Classification:** \_\_\_\_\_

**DIR Registration Number (if applicable):** \_\_\_\_\_

**NOTES FOR EACH ITEM:**

1. **General Maintenance and Repair:** Please enter the hourly rate for each category. If you offer volume discounts based on quantities, enter the corresponding rate in each cell. If the rate is the same, please enter the amount in each cell. All 4 rows must have an hourly rate noted even if it is the same rate.
2. **Monthly Night Inspections:** Please enter your hourly rate for monthly night inspections regardless of whether this rate is the same as your general maintenance rate.
3. **Specialized Equipment:** Please list the hourly rate associated with your use of an aerial crane / device capable of reaching up to 100ft in height. No OTHER EQUIPMENT should be listed.
4. **Base Replacement:** Please list your hourly rate for base replacement. If you offer volume discounts based on quantities, enter the corresponding rate in each cell. If the rate is the same regardless of volume, please re-enter it in each cell.
5. **Emergency Service Cost:** Please enter your hourly rate for Emergency Services (after hours, weekend requests) and multiply by minimum hours (if applicable) for the total amount in this row.
6. **Ballfield Light Replacement:** Please enter your hourly rate for each category of ballfield light replacement. This will include rates for 1,000 and/or 1,500 Watt Metal Halide (this hourly rate includes cost of materials/components).
7. **Minor LED Upgrades:** Please enter hourly rate for LED conversion from HPS (high pressure sodium) lights. If you offer volume rates based on quantities, please enter the corresponding amount in each cell. If the rate is the same, please re-enter the amount in each cell.
8. **Special Item—Annual Inspection Report:** Please enter the quantity of hours required to perform an annual inspection report for approximately 8,000 to 10,000 lights. Multiply the quantity of hours x hourly rate for a total amount. (eg...130 hours x \$189 per hour = \$24,570)

**OPTION YEAR NOTES:**

Enter the total overall cost for each year should you have projected annual increases in cost. There is no need to indicate projected CPIs or percentages; however, your overall cost (in dollars not percentages) for each option year must be included.

**OTHER GENERAL NOTES:**

All hourly rates include a fully burdened cost.

Any special requests (not covered in this contract) will require negotiations and/or additional quotes from the awarded vendor should the City require unexpected or unique services.

Work requiring extensive labor hours will require an advance estimate of hours (quote) before work may commence. (e.g...extensive wire pull and replacement jobs, ballfield light re-wiring, etc). Hourly rates will not change regardless of complexity of jobs.