

**REQUEST FOR PROPOSALS
FOR
CITY OF SAN BERNARDINO
FOR
RFP F-23-06
STREET STRIPING & PAVEMENT MARKING SERVICES**



**CITY OF SAN BERNARDINO
290 North D Street
San Bernardino, California 92401
Telephone: (909) 384-7272
WWW.SBCITY.ORG**

CITY OF SAN BERNARDINO
NOTICE INVITING PROPOSALS
STREET STRIPING & PAVEMENT MARKING SERVICES
RFP F-23-06

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of San Bernardino via Planetbids until 3:00 PM, August 11, 2022. Proposals received after this date will be returned to the proposers unopened. Faxed or electronically submitted proposals will not be accepted.

The City is requesting proposals to provide: **Street Striping & Pavement Marking Services**

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 proposals determined not to be in the best interest of the City.

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. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's Public Works Department upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract 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 Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. If the total compensation under the contract will exceed \$25,000 and 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 Department of Industrial Relations ("DIR"). No bid shall be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Interested proposers may download copies of the Request for Proposals ("RFP") by visiting the City's web site, www.sbcity.org. All addenda will be published on the City's website.

For more information regarding the RFP, please contact:

City of San Bernardino Purchasing Department
www.purchasing@sbcity.org

**CITY OF SAN BERNARDINO
REQUEST FOR PROPOSALS**

STREET STRIPING & PAVEMENT MARKING SERVICES

I. BACKGROUND AND INTRODUCTION

The City of San Bernardino ("City") is requesting proposals from qualified firms¹ ("Proposers") for Street Striping & Pavement Marking Services ("Services").

To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in **Exhibit "A"**, attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit "A"**, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Maintenance Service Agreement executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as **Exhibit "B"** and incorporated herein by this reference.

1. 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. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's Public Works Department upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract 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 Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. If the total compensation under the contract will exceed \$25,000 and 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 Department of Industrial Relations ("DIR"). No bid shall be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

¹Use of the term "firm" shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

B. City Contact for this RFP

The principal contact for the City regarding this RFP will be Vanessa Slouka, Buyer for the Purchasing Department, (909)384-5346, purchasing@sbccity.org or a designated representative, who will coordinate the assistance to be provided by the City to the Proposer.

C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City Contact for this RFP, identified above.

All written questions, if answered, will be issued to all prospective proposers via email notification from Planetbids. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be submitted to Planetbids by 3:00 p.m. local time on the date identified in the Proposal Schedule. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information and responses to questions prior to submitting a proposal.

D. Pre-Proposal Meeting

Meeting is not required.

E. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall include one (1) electronic proposal submitted to Planetbids. Proposals shall be organized, tabbed, and numbered in the order presented below. Proposals must include page numbers for all pages in the proposal.

Proposals shall be in the following order and shall include:

1. Executive Summary: (limit: 1 page) Summarize the content of your proposal in a clear and concise manner.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 page)
 - a. Legal name and address of the company.
 - b. Legal form of company (partnership, corporation).
 - c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - d. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business License Number

4. Staffing Resources: (limit: 2 pages)

a. Firm Staffing and Key Personnel

- (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- (ii) Identify three (3) persons that shall be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.
- (iv) Provide brief biographies of individuals that shall be working directly with the City.

b. Subcontractors

- (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor(s) that is anticipated to perform each function, if known at this time.

5. Fiscal Stability: (limit: 4 pages- not including supporting documentation)

a. The Proposer should provide evidence of corporate stability including:

- (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- (ii) A letter from a financial institution stating a current line of credit; and
- (iii) Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

6. Experience and Technical Competence: (limit: 4 pages)

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

- (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
- (iv) Provide five (5) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the Proposer's local experience and knowledge of City.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held within the last five years, one page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Dollar value of the fee
 - (d) Description of services
 - (e) Staffing
 - (f) Duration of providing services
 - (g) Relationship to client
 - (h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract or professional services agreement once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.

- (d) Debarment by any municipal, county, state, federal or local agency.
- (e) Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.
- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)
- (ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

7. Proposed Method to Accomplish the Work: (limit: **2** pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Exhibit "A"**, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

8. Fee Proposal: (limit: **10** pages) Please provide a Unit Cost fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached hereto as **Exhibit "B"**). Submit **Exhibit "C"** in a separate document. Submit same amounts in Planetbids "Line Items" tab.

9. Certificate of Insurance: (limit: **2** pages) - not including supporting documentation) Please provide Certificate of Insurance with all the requirements and amounts. See the Agreement, attached hereto as **Exhibit "B"**, for a description of the insurance requirements.

10. Litigation: (limit: **2** pages) Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

11. Other Information: (limit: **2** pages) This section shall contain all other pertinent information regarding the following:

- a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
- b. Description of community involvement.
- c. Description of any previous involvement with the City.
- d. A statement that the Proposer has not conflicts of interest in connection with providing the Services.

12. Certification of Proposal: This section shall state:

“The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.”

13. Appendices: (limit: **2** pages)

F. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

G. Selection Process

1. The City will evaluate proposals based on the following criteria:
 - a. The Proposer is properly licensed to practice in the State of California.
 - b. The Proposer has no conflict of interest with regard to any other work performed by the firm for the City.
 - c. Clarity and conformance of proposal to the RFP.
 - d. Content of the proposal.
 - e. Proposer's experience and performance.
 - f. Team members' experience and performance.
 - g. Fee proposal.

h. Comments by references.

2. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

3. It is the City's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

4. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

H. Protests

1. Protest Contents: Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest shall waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

2. City Review: The City will review and evaluate the basis of the protest, provided that the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

I. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	July 19, 2022
Pre-Proposal Meeting Location:	No Meeting
Last Day to Submit Questions for Clarification received by the City on or before 3:00 pm	July 28, 2022
Clarifications Issued by City on or before 3:00 pm	August 2, 2022
Deadline for Receipt of Proposals submitted on or before 3:00 pm	August 11, 2022
Notification of Finalist(s)	August 29, 2022

The above scheduled dates are tentative and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the above-described professional Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

J. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

3. Site Examination: Proposers may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. Authorization: The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

5. Confidentiality of Proposal: Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP shall become the exclusive property of the City and shall become public records under the California Public Records Act. Furthermore, the City shall have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this procurement.

Submittal Instructions: Proposals must be received no later than 3:00 pm local time, on or before August 11, 2022 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.

The City shall not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

K. General Conditions

1. Amendments to RFP: The City reserves the right to amend the RFP and issue to all Proposers an addendum.

2. Amendments to Proposals: Unless specifically requested by the City, no amendment, addendum or modification shall be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

3. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

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

5. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

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

7. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

8. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, shall go to the Proposer whose proposal best meets City's requirements.

9. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: **July 19, 2022**

EXHIBIT "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.

STREET STRIPING & PAVEMENT MARKING SERVICES

1. DESCRIPTION OF WORK

The work shall consist of the following:

1. Installation of Thermoplastic reflective centerlines, lane lines, pavement marking legends, edgelines, barrier lines and curbs.
2. Removing of centerlines, lane lines, edge lines, crosswalks raised pavement markers, pavement marking legends, and curb paint.
3. Re-lining in thermoplastic
4. Placement of raised pavement markers (RPMs).
5. Thermoplastic reflective bike lanes and curbs.

2. WORK ORDERS

The CONTRACTOR shall not start work in the City until he receives a written work order or Purchase Order form from the City Engineer, or his assigned staff. The CONTRACTOR must have such list in his possession before starting work. The CONTRACTOR shall perform only the work listed and will only be compensated for the work listed on the work order. The CONTRACTOR shall be given a minimum of \$3,500.00 of work to warrant sending out a crew. All cost for mobilization for each work order, regardless of quantity of work requested, shall be considered included in the unit bid price for the requested work and no additional compensation to the CONTRACTOR shall be made. The start date of work orders meeting the minimum move in charges shall not exceed Ten (10) calendar days. Work orders must be completed in Fifteen (15) calendar days after start of work. CONTRACTOR shall be liable for liquidated damages as set forth in the Contract Agreement section 3.2.7.1 due to delayed start beyond the allotted twenty-one calendar days. CONTRACTOR shall also be liable for liquidated damages as set forth in the Contract Agreement section 3.2.7.1 due to delayed completion of work beyond the allotted Fifteen (15) calendar days after start of work.

3. ALL THERMOPLASTIC AND PAINTING

Application of thermoplastic shall be accordance with the latest edition of the Caltrans Standard Specifications Section 84.

4. THERMOPLASTIC MARKINGS STRIPING (APPLIED EXTRUSION)

Thermoplastic shall comply with section 84-2.02 "MATERIALS" of the latest edition of the CALTRANS Standard Specifications.

Applied thermoplastic stripes must be at least .060 inches thick.

Applied thermoplastic pavement markings must be at least .120 inches thick.

The thermoplastic material shall be homogeneously composed of pigment, filler, resins and glass reflectorizing spheres.

The material manufacturer shall have the option of formulating the material according to his own specifications; however, the solid resin shall comprise a minimum of 8% by weight of the entire material formulation which shall consist of only 100% maleic-modified glycerol ester of wood rosin with no tall oil derivatives. The physical and chemical properties contained in this specification shall apply regardless of the type of formulation used. The material upon heating to the application temperature shall not exude fumes which are toxic, or injurious to persons or property. The pigment, beads and filler shall be free from all skins, dirt and foreign objects.

The specific gravity of the thermoplastic traffic line material shall not be less than 1.95 or more than 2.15.

The pigment, beads and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall be composed by weight of at least 18% binder, 25% glass beads and 8% titanium dioxide.

The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third (1/3) of the binder composition shall be the solid maleic-modified glycerol ester of wood rosin and shall be no less than 8% by weight of the entire material formulation.

5. RE-STRIPING

All re-striping of existing traffic stripes shall coincide with the original paintings, regardless of other more restrictive requirements of these Special Provisions unless directed by the Traffic Engineer. If the existing striping does not have Reflectorized Pavement Markers (RPM's), the contractor shall install new (RPM's) on the new Thermoplastic Striping.

6. REMOVAL OF MARKINGS

Removal of markings shall be accomplished by wet sandblasting or grinding method. Errors made by the CONTRACTOR shall be removed at no additional cost to the City.

7. PREPARATION

It shall be the responsibility of the CONTRACTOR to insure that, prior to any pavement striping or marking, the surface is clear of all debris.

8. TRAFFIC CONTROL

The CONTRACTOR shall make every effort to assure the safety of vehicular and pedestrian traffic during his operations. The current edition of the "Work Area Traffic Control Handbook", published by Building News, Inc., is herein adopted as the minimum safety guidelines in conjunction with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

CONTRACTOR shall not close any street within the City without first obtaining the approval of the City Engineer.

9. THERMOPLASTIC MEASUREMENT

Thermoplastic traffic stripes will be measured by the linear foot of traffic stripe, without deductions for gaps in broken stripes. A stripe detail consisting of multiple painted stripes will be measured as one traffic stripe. Thermoplastic pavement marking legends will be measured by the square footage.

10. PAVEMENT MARKER

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications (latest editions) and these Special Provisions.

Retroreflective Pavement Markers shall be 3M, series 290, or engineer approved equal.

11. CONTROL OF ALIGNMENT AND LAYOUT

Before obliterating (or covering) any pavement delineation that is to be replaced on the same alignment and location, as determined by the Inspector, the pavement delineation shall be referenced by the CONTRACTOR, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barriers lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

Unless otherwise shown, the CONTRACTOR shall re-stripe all pavement delineation on existing locations or as directed by the Engineer.

Traffic stripes shall be painted to the alignment approved by the Engineer. The CONTRACTOR shall not proceed with the application of any pavement markings and/or striping until the Engineer has checked and approved the alignment marks. The Engineer may make minor adjustments to the proposed alignment prior to approval.

Alignment marks may consist of cat tracking and spotting, or an approved alternative.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Paint for the cat tracks shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with accuracy equivalent to or better than that obtainable through the use of cat tracking as determined by the Engineer.

All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the CONTRACTOR at his expense, including correction of minor irregularities in the control points approved by the Engineer. Correction of minor irregularities shall be accomplished by the application of cat tracks, the use of laser guidance devices, or by a combination of these techniques.

12. REMOVE PAVEMENT DELINEATION

Existing traffic stripes and pavement markings that do not conform to the plans and are not removed or obliterated as a result of the various pavement rehabilitation operations, shall be removed by wet sand blasting or grinding as approved by the Engineer.

13. HOURS OF OPERATION

The hours of operation for performance of the work shall be 7:30 AM to 5:30 PM, Monday through Friday. No lane closures will be permitted prior to 8:30 AM or after 3:30 PM unless CONTRACTOR obtains prior written approval from Project Manager.

14. PAINT PAYMENT - THERMOPLASTIC

The contract unit prices paid per linear foot for thermoplastic traffic stripes of the patterns designated in this Invitation to Bid and per square foot for each pavement marking legend shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in applying thermoplastic traffic stripes and pavement markings complete in place, including establishing alignment for stripes, and layout work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer. The cost of any necessary pavement markers required for any striping detail designated in the Proposal shall be considered to be included in the cost per linear foot for each detail and no separate payment will be made therefore.

15. PREVAILING WAGE

This is a non-prevailing wage contract.

16. CONTRACT LENGTH

The length of this contract shall be for three Fiscal years. 2022-2023, 2023-2024 and 2024-2025

17. SUBCONTRACTORS

The CONTRACTOR must list all subcontractors used for the duration of this contract. If a new subcontractor is hired to provide services during the contract, the CONTRACTOR must submit the name of the new subcontractor, subcontractor's license, and insurance information one week prior to work performed.

18. REFERENCE LIST

Provide three (3) local government agencies and/or company's previous or current contact references that support your ability to provide street striping and pavement markings.

19. LICENSES

The CONTRACTOR represents that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to provide street striping and pavement marking services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract.

20. CONTRACTOR NON-COMPLAINE

- A. If the Public Works Director, or designee, determines that there are deficiencies in the CONTRACTOR'S performance, the Public Works Director, or designee, will provide a written notice to the CONTRACTOR stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Public Works Department Director, or designee, to correct the specified deficiencies.
- B. Should the CONTRACTOR fail to correct any deficiencies within the stated time frame, the Public Works Department Director, or designee, may exercise the following measures:
 - 1. Deduct from the CONTRACTOR'S payment the amount necessary to correct the deficiency, including City overhead costs and impose a deficiency deduction.
 - 2. Withhold the entire or partial payment.
 - 3. Terminate the contract.

Bidders must acknowledge all requirements of previous section, including all categories and sub-points.

Please Sign and Acknowledge Here: _____

If Bidder can provide additional services that are related to the services above, but not mentioned in this section, please list the additional services and detail how they will be beneficial to the city

BIDDER'S RESPONSE:

EXHIBIT B

CITY OF SAN BERNARDINO

MAINTENANCE SERVICE AGREEMENT

[*MODEL MAINTENANCE SERVICES AGREEMENT-**

[*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

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.

RECITALS.

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.

Project.

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

TERMS.

Scope of Services and Term.

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.

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.

Responsibilities of Contractor.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Water Quality.

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.

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.

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.

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

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.

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:

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.

Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: *****INSERT AMOUNT - TYPICALLY \$2,000,000 MINIMUM; and**

\$4,000,0000 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.

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.

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.

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

General Liability. The general liability policy shall 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).

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).

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

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (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.

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.

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.

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.

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.

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.

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.

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.

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*]**

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.

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.

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.

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.

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.

Work Site.

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.

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.

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.

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 reinstitution 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.

Fees and Payments.

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.

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.

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.

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

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.

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.

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.

Termination of Agreement.

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.

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.

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.

General Provisions.

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.

Indemnification.

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 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.

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.

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.

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

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

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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

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.

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.

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]

SAMPLE

**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***]**

By: _____

Its: _____

ATTESTED BY:

Printed Name: _____

[*INSERT NAME***],**
City Clerk

**[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 C

PRICE PROPOSAL 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 Striping and Pavement Marking Services

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. Please submit the "Total" amount on Planetbids "Line Items" price form.

All quantities below are estimates for the purposes of bid comparison. Estimated quantities are no guarantee of actual usage.

Unit costs shall include all materials, supplies, labor, equipment and ancillary costs required to complete the work.

Provide prices on the following items using the most recent Caltrans Standard Plans for Pavement Markers and Traffic Lines Pages A20A through A20D and A24A through A24E, appendix A.

Item No.	Estimated Amount	Description	Cost per Linear Ft	Total
1	60,000	4" Broken Lines		
2	35,000	4" Solid Lines		
3	50,000	Two - 4" Solid Lines with 3" Black separation		
4	35,000	8" Solid Line		
5	60,000	Two way left turn lanes, two lines, One solid one dashed with 3" Black Separation		
6	15,000	6" Solid Line		
7	500	Broken 4" Lane lines and Centerlines through intersection(Details 40 & 41)		
		TOTAL VENDOR QUOTE	\$	\$

Painted Reflective Pavement Markings Including Stencils, Crosswalks, Limit Lines etc. :

Item No.	Estimated Amount	Description	Cost per Square Ft	Total
8	75,000	Pavement Markings		
		TOTAL VENDOR QUOTE	\$	\$

Thermoplastic Reflective Centerlines and lane Lines:

Item No.	Estimated Amount	Description	Cost per Linear Ft	Total
9	150,000	4"Broken Lines (Yellow/White)		
10	75,000	4" Solid (yellow or white) Lines		
11	75,000	Two - 4" Solid yellow Lines with 3" Black separation		
12	5,000	8" Solid Line		
13	150,000	Two way left turn lanes, two yellow lines, One solid & one dashed with 3" Black Separation		
14	4,000	6" Solid Line (bike Lane)		
15	1,000	12" diagonals (yellow /White)		
16	2,000	Lane Drop at intersection (Detail 37B)		
17	2,000	Broken 4" Lane lines and Centerlines extension through intersection (Details 40 & 41)		
		TOTAL VENDOR QUOTE	\$	\$

Curb Painting Red, White, Green, Yellow & Blue:

Item No.	Estimated Amount	Description	Cost per Linear Ft	Total
18	40,000	Painting of curbs		
		TOTAL VENDOR QUOTE	\$	\$

Painting of Small Stencils:

Item No.	Estimated Amount	Description	Cost per Letter	Total
19	400	Painting of 3"- 4" Non-reflective letters for top of curbs		
		TOTAL VENDOR QUOTE	\$	\$

Thermoplastic Pavement Markings Including Stencils, Regular crosswalks, Continental crosswalks , ladder crosswalks , Pavement Arrows, Limit Lines etc. :

Item No.	Estimated Amount	Description	Cost per Square Ft	Total
20	200,000	Pavement Markings		
		TOTAL VENDOR QUOTE	\$	\$

Removals (includes legal disposal of debris):

Item No.	Estimated Amount	Description	Cost per Square Ft	Total
21	20,000	Wet Sandblasting		
22	5,000	Grinding		
		TOTAL VENDOR QUOTE	\$	\$

Pre-lining (Cat-track):

Item No.	Estimated Amount	Description	Cost per Linear Ft	Total
23	80,000	Pre-lining		
		TOTAL VENDOR QUOTE	\$	\$

Raised Pavement Markers:

Item No.	Estimated Amount	Description	Cost per Marker	Total
24	20,000	Retroreflective raised Pavement Markers		
25	100	White Rumble Strips		
26	15,000	Ceramic Pavement Markers		
		TOTAL VENDOR QUOTE	\$	\$

Total Number of Additional Pages: _____

Submitted By: _____ **Title:** _____
(Authorized Representative Signature)

Print Name: _____

Contractor's License Number and Classification: _____

DIR Registration Number (if applicable): _____